



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 50] नई दिल्ली, शनिवार, दिसम्बर 16, 1967/अग्रहायण 25, 1889  
No 50] NEW DELHI, SATURDAY, DECEMBER 16, 1967/AGRAHAYANA 25, 1889

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 23rd November 1967

S.O. 4372—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, and in supersession of its notification No. 434/HN/66 dated the 3rd December, 1966, the Election Commission hereby appoints, in respect of each of the Parliamentary constituencies in the State of Haryana and specified in column 1 of the Table below:—

- the officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer; and
- the officers specified in the corresponding entry in column 3 of the said Table to assist the Returning Officer in the performance of his functions :—

TABLE

Name of the Constituency	Returning Officer	Assistant Returning Officer
1	2	3
1. Ambala	Deputy Commissioner, Ambala.	1. Sub-Divisional Officer, Naraingarh 2. Sub-Divisional Officer, Jagadhri 3. District Development and Panchayat Officer, Ambala. 4. Revenue Assistant, Ambala.

1	2	3
2. Karnal . . . . .	Deputy Commissioner, Karnal.	1. Sub-Divisional Officer, Thanesar 2. Revenue Assistant, Karnal. 3. General Assistant, Karnal. 4. Sub-Divisional Officer, Panipat.
3. Kaithal . . . . .	Deputy Commissioner, Karnal.	1. Sub-Divisional Officer, Thanesar. 2. District Development and Panchayat Officer, Karnal. 3. Sub-Divisional Officer, Kaithal. 4. Sub-Divisional Officer, Nawana.
4. Rohtak . . . . .	Deputy Commissioner, Rohtak .	1. General Assistant, Jind 2. District Development and Panchayat Officer, Jind. 3. Sub-Divisional Officer, Gohana. 4. Revenue Assistant, Rohtak. 5. General Assistant, Rohtak.
5. Jhajjar . . . . .	Deputy Commissioner, Rohtak.	1. Sub-Divisional Officer, Scrempat. 2. District Development and Panchayat Officer, Rohtak. 3. General Assistant, Rohtak. 4. Sub-Divisional Officer, Jhajjar
5. Gurgaon . . . . .	Deputy Commissioner, Gurgaon	1. Sub-Divisional Officer, Pallabgarh. 2. Sub-Divisional Officer, Palwal 3. Sub-Divisional Officer, Ferozepur, Jhirka. 4. Sub-Divisional Officer, Nuh. 5. Revenue Assistant, Gurgaon.
7. Mahendragarh . . . . .	Deputy Commissioner, Mahendragarh at Narnaul.	1. Revenue Assistant, Gurgaon 2. Sub-Divisional Officer, Rewari 3. District Development and Panchayat Officer, Gurgaon. 4. Revenue Assistant, Narnaul. 5. District Development and Panchayat Officer, Narnaul. 6. Sub-Divisional Officer, Mahendragarh.
8. Hissar. . . . .	Deputy Commissioner, Hissar.	1. Sub-Divisional Officer, Mahendragarh. 2. Sub-Divisional Officer, Bhiwani. 3. Sub-Divisional Officer, Hansi. 4. Revenue Assistant, Hissar. 5. General Assistant, Hissar.
9. Sirsa . . . . .	Deputy Commissioner, Hissar.	1. Revenue Assistant, Hissar. 2. Sub-Divisional Officer, Fatehabad. 3. Sub-Divisional Officer, Sirsa. 4. District Development and Panchayat Officer, Hissar.

**MINISTRY OF LAW****(Legislative Department)***New Delhi, the 22nd November 1967*

**S.O. 4373.**—In exercise of the powers conferred by section 10 of the Dargh Khwaja Saheb Act, 1955 (36 of 1955), the Central Government in consultation with the Government of Rajasthan, hereby constitutes, with immediate effect, an Advisory Committee for a period of one year for the purpose of advising the Nazim in the discharge of his functions under the said Act and also for such other purposes as may be specified in the bye-laws of the Dargh Committee, consisting of the following persons, namely:—

1. Maulana Abdul Shakoor, M.P. Inderkot, Ajmer.
2. Syed Abdul Baqi, Hatiz Manzil, Chowk Pannigaran, Ajmer.
3. Shri Peer Mohammad Ghoshi, Outside Delhi Darwaza, Ajmer.
4. Syed Saulat Husain Ali Khan, Dewan Saheb Dargah, Ajmer.

[No. 11(7)/67-Wakf.]

M. H. DIN,  
Director (Wakfs).

**MINISTRY OF EXTERNAL AFFAIRS***New Delhi, the 30th November 1967*

**S.O. 4374.**—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (VII of 1922), the Central Government hereby appoint Shri M. Muthuswamy, Protector of Emigrants, Nagapattinam to be Protector of Emigrants, Mandapam Camp and Tuticorin in addition to his own duties with effect from the afternoon of October 13, 1967 to November 30, 1967 *vice* Shri T. C. Nithyanandam, Protector of Emigrants, Mandapam Camp and Tuticorin granted leave for the said period.

This superscnds this Ministry's Gazette Notification No. CPEO/21/67 dated November 6, 1967.

[No. CPEO/22/67.]

**S.O. 4375.**—In exercise of the powers conferred by section 3 of Emigration Act, 1922 the Central Government hereby appoint Shri J. A. David, Public Relations Officer, Regional Passport and Emigration Office, Delhi, to be Protector of Emigrants in addition to his own duties with effect from November 4, 1967 *vice* Shri A. S. Malhotra, Superintendent in the same office.

[No. CPEO/23/67.]

C. S. V. SUNDRAM,  
Attache (PVA).

**MINISTRY OF FINANCE****(Department of Economic Affairs)***New Delhi, the 28th November 1967*

**S.O. 4376.**—In pursuance of clause (d) of sub-section (1) of Section 19 of the state Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates Shri D. C. Khanna, 4/7, Kalkaji, New Delhi as a director of the Central Board of the State Bank of India with effect from the 1st December, 1967.

[No. F. 8/93/67-SB.]

**S.O. 4377.**—In pursuance of clause (c) of sub-section (1) of Section 21 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be

members of the Calcutta, Madras, New Delhi, Kanpur and Ahmedabad Local Boards of the State Bank of India respectively with effect from the 1st December, 1967:—

*Calcutta Local Board*

Shri V. V. Parekh, 52/4, Ballygunge, Circular Road, Calcutta.

*Madras Local Board*

Dr. P. Natesa Mudalier, 22/23, Nattu Pillaiyar Koil Street, Madras.

*New Delhi Local Board*

Dr. A. M. Khusro, Institute of Economic Growth, Delhi.

*Kanpur Local Board*

1. Dr. Baljit Singh, Head of the Department of Economics, Lucknow University, Lucknow.
2. Dr. P. K. Kelkar, Director, Indian Institute of Technology, Kanpur.

*Ahmedabad Local Board*

Prof. M. B. Desai, M. S. University of Baroda, Baroda.

[No. F. 8/93/67-SB.]

**S.O. 4378.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declare that the provisions of Note (f) appended to Form A in the Third Schedule to the said Act shall not apply until the 1st January 1968 to the State Bank of India, any banking institution notified under section 51 of the said Act and any banking company which, when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of item 4 on the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No. F 15(24)-BC/67.]

*New Delhi, the 29th November 1967*

**S.O. 4379.**—In pursuance of clause (c) of sub-section (1) of Section 21 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be members of the Bombay, Calcutta, Kanpur and Ahmedabad Local Boards of the State Bank of India respectively with effect from the 1st December, 1967:—

*Bombay Local Board*

1. Shri V. Dandekar, Gokhale Institute, Poona.
2. Shri B. D. Garware, Garware Motors & Engineers Private Ltd., Chowpatty Chambers, Sandhurst Bridge, Bombay.

*Calcutta Local Board*

Shri K. C. Maitra, Guest Keen Williams, Calcutta.

*Kanpur Local Board*

Shri H. N. Bhargava, 3/11, Nawabganj, Kanpur.

*Ahmedabad Local Board*

Shri Maganbhai Ranchhodbhai Patel, Chairman, Gujarat State Cooperative Bank Ltd., Ahmedabad.

[No. F. 8/93/67-SB.]

**S.O. 4380.**—In pursuance of clause (d) of sub-section (1) of Section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates Shri A. R. Bhat, President of the Small Industries Association, Poona as a director of the Central Board of the State Bank of India with effect from the 1st December, 1967 vice Shri B. D. Garware who has resigned as a director.

[No. F. 8/93/67-SB.]

New Delhi, the 7th December 1967

S.O. 4381.—Statement of the Affairs of the Reserve Bank of India, as on the 1st December 1967.

## BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up . . . . .	5,00,00,000	Notes . . . . .	24,50,02,000
		Rupee Coin . . . . .	6,64,000
Reserve Fund . . . . .	80,00,00,000	Small Coin . . . . .	4,00,000
		Bills Purchased and Discounted:—	
National Agricultural Credit (Long Term Operations) Fund .	131,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills . . . . .	257,38,86,000
National Agricultural Credit (Stabilisation) Fund . . . . .	25,00,00,000	Balances Held Abroad* . . . . .	17,19,40,000
		Investments** . . . . .	186,07,68,000
		Loans and Advances to:—	
National Industrial Credit (Long Term Operations) Fund .	30,00,00,000	(i) Central Government . . . . .	..
		(ii) State Governments@ . . . . .	107,47,45,000
Deposits:—		Loans and Advances to:—	
		(i) Scheduled Commercial Banks† . . . . .	7,43,25,000
(a) Government		(ii) State Co-operative Banks‡ . . . . .	192,69,48,000
(i) Central Government . . . . .	97,30,04,000	(iii) Others . . . . .	2,85,30,000

LIABILITIES		Rs.	ASSETS		Rs.
(ii) State Governments . . . . .		4,33,79,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund		
(b) Banks			(a) Loans and Advances to:—		
(i) Scheduled Commercial Banks . . . . .		141,24,41,000	(i) State Governments . . . . .		28,13,31,000
(ii) Scheduled State Co-operative Banks . . . . .		5,92,69,000	(ii) State Co-operative Banks . . . . .		13,68,60,000
(iii) Non-Scheduled State Co-operative Banks . . . . .		99,44,000	(iii) Central Land Mortgage Banks . . . . .		..
(iv) Other Banks . . . . .		10,38,000	(b) Investment in Central Land Mortgage Bank Debentures . . . . .		7,46,99,000
(c) Others . . . . .		276,86,09,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund		
Bills Payable . . . . .		43,83,22,000	Loans and Advances to State Co-operative Banks . . . . .		8,29,75,000
Other Liabilities . . . . .		62,56,00,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund		
			(a) Loans and Advances to the Development Bank . . . . .		5,45,84,000
			(b) Investment in bonds/debentures issued by the Development Bank . . . . .		..
			Other Assets . . . . .		45,39,49,000
	Rupees	904,16,06,000		Rupees	904,16,06,000

\*Includes Cash and Short-term Securities.

\*\*Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 70,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the R.B.I. Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 6th day of December 1967.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of December 1967.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department . . . . .	24,50,02,000		Gold Coin and Bullion:—		
Notes in circulation . . . . .	2962,74,79,000		(a) Held in India . . . . .	115,89,25,000	
Total Notes issued . . . . .		2987,29,81,000	(b) Held outside India . . . . .	..	
			Foreign Securities . . . . .	166,42,00,000	
			TOTAL . . . . .		282,31,25,000
			Rupce Coin . . . . .		79,98,18,000
			Government of India Rupee Securities . . . . .		2625,00,38,000
			Internal Bills of Exchange and other Commercial paper . . . . .		..
TOTAL LIABILITIES . . . . .		2987,29,81,000	TOTAL ASSETS . . . . .		2987,29,81,000

Dated the 6th day of December 1967

L. K. JHA,  
Governor.

[No. F.3(3)-BC/67.]

V. SWAMINATHAN, Under Secy.

To be substituted in place of the Notification of the same number dated 26th October, 1967.

(Department of Economic Affairs)

(Office of the Controller of Capital Issues)

New Delhi, the 4th December 1967

**S.O. 4382.**—In exercise of the powers conferred by sub-section (i) of Section 6 of the Capital Issues (Control) Act, 1947 (29 of 1947) the Central Government hereby exempts the Industrial Credit and Investment Corporation of India Limited, from the provisions of Section 3 and 5 of the said Act, in respect of Bonds of the value not exceeding the equivalent of \$ 25,000,000 (Twenty-five million dollars) to be executed and delivered by the said Corporation to or on the order of the International Bank for Reconstruction and Development, in terms of the Loan Agreement, dated the 19th September, 1967, entered into between the said two parties.

[No. R. 333 CCI/67.]

M. K. VENKATACHALAM,

Controller of Capital Issues.

(Department of Revenue and Insurance)

ORDER

STAMPS

New Delhi, the 16th December 1967

**S.O. 4383.**—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds to the value of one crore of rupees to be issued in 1967 by the Maharashtra State Financial Corporation are chargeable under the said Act.

[No. 14/67-F. No. 1/75/67-Cus. VII-Stamps.]

M. S. SUBRAMANYAM, Under Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE & CUSTOMS, PATNA

Patna, the 8th August 1967

**S.O. 4384.**—In exercise of the powers conferred on the under Rule 5 of the Central Excise Rules, 1944, I hereby empower the officers mentioned in col. 4 of the table appended below to exercise the powers of the Collector of Central Excise under Rules mentioned in col. 3 thereof.

Sl. No.	Nature of powers conferred on Collectors	Rule No.	Collectors powers to be delegated to
1	2	3	4
1	To accept first A.S.P. application for full period for which special procedure can be availed of.	96ZA(1)	Superintendent
2	To accept first A.S.P. application for a period less than the prescribed period.	96ZA(2)	Do.
3	To determine the period for which a manufacturer may be precluded from working under the special procedure for failure to give proper notice for not availing of such procedure during the period for which permission has been granted to him.	96ZA(3)	Assistant Collector

1	2	3	4
4	(a) To accept renewal applications in form A.S.P.	96ZA(4)	Superintendent
	(b) To condone delay in submission of A.S.P. application for renewal.	Do.	(i) Superintendent for condoning delays not exceeding 15 days. (ii) Assistant Collector for condoning delays exceeding 5 days.
5	To condone delay in submission of application for removal in form A. R. 10 and to condone delays in making monthly deposits.	96(ZD)(2)	(i) Superintendent for condoning delays not exceeding 5 days. (ii) Assistant Collector if the delays exceeds the limits (i) above.
6	To impose following penalties for mis-declaration etc. (i) to demand duty at full rate. (ii) to confiscate goods (iii) to impose penalty not exceeding Rs. 2000	96ZF (i) 96ZF(ii) 96ZF(iii) }	Adjudicating Officers in accordance with their limits of powers.

[No. 4-CX/67]  
TILAK RAJ,  
Collector.

**OFFICE OF THE DY. COLLECTOR OF CENTRAL EXCISE AND CUSTOMS, AMRITSAR**

*Amritsar, the 30th November 1967*

[Amendment to Notification issued under this office C. No. V(4)DC/15/1/CE/64/14040-77, dated 27th June, 1967.]

**S.O. 4385.**—The exemption under Rules 15 and 16 pertains to whole of the Hamirpur sector which includes Hamirpur Tehsil and Dehra Gopipur Tehsil.

[No. C.V.(4)DC/15/1/CE/64/25856.]

N. N. ROY CHOUDHURY, Dy. Collector.

**वाणिज्य मंत्रालय**

नई दिल्ली, 20 नवम्बर 1967

**एस० ओ० 4386.**—नारियल जटा उद्योग अधिनियम, 1953 (1953 का 45) की धारा 4 के साथ पठित नारियल जटा उद्योग नियम, 1954 के नियम 5 के उप-नियम (I) के द्वारा प्रदत्त शक्तियों का प्रयोग करती हुई केन्द्रीय सरकार एतद् द्वारा वाणिज्य मन्त्रालय की अधिमूचना संख्या 2672 दिनांक 31 अगस्त, 1966 में निम्नलिखित संशोधन करती है; अर्थात् :—

मद (च) “नारियल उत्पादक प्रमुख राज्यों की सरकारें” में :—

मद (1) तथा 4 के स्थान पर निम्नलिखित रखा जायेगा :—

“(1) विशेष अधिकारी (नारियल जटा) त्रिवेन्द्रम, केरल सरकार, त्रिवेन्द्रम” तथा

“(4) उद्योग आयुक्त महाराष्ट्र सरकार, बम्बई।”

[सं० 21(1)/66-टेक्स (ई)]

ए० जी० वी० सुब्रह्मण्यम्,

अवर सचिव।

## MINISTRY OF COMMERCE

*New Delhi, the 8th December 1967*

**S.O. 4387.**—The Central Government, having considered in consultation with the Forward Markets Commission, the application for recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Vanaspati Manufacturers' Association of India, Bombay, a Company incorporated under the Companies Act, 1956, on the 13th June, 1967 with limited liability, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Association for the period ending the 9th August, 1968, in respect of forward contracts in groundnut oil.

2. The recognition hereby granted is subject to the condition that the said Association shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(15)-CG(FMC)/67.]

K. C. SEKHARAN, Under Secy.

### (Office of the Chief Controller of Imports & Exports)

#### ORDERS

*New Delhi, the 13th November 1967*

**S.O. 4388.**—A licence No. P/RM/2160726/C/XX/25/C/M/23-24/RM-I, dated 19th August 1967 of the value of Rs. 1,77,815 00 for import of ram materials as per list attached to the licence, was issued to M/s. Jaydeo Products (India), 119-D, Kabir Marg, Bani Park, Jaipur (Rajasthan).

2. Thereafter, a show cause notice No. 123/HQ/67/Enf/4439 dated 18th October 1967 was issued asking them to show cause within 10 days as to why the said licence in their favour should not be cancelled on the ground that the same was obtained on the basis of forged recommendation of D.G.T.D. in terms of Clause 9(a).

3. The aforesaid show cause notice, was received back undelivered from the postal authorities with the remarks "Refused".

4. The undersigned has carefully examined the case and has come to the conclusion that the party have avoided sending a reply.

5. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9(a) of the Imports (Control) Order, 1955 hereby cancel the licence No. R/PM/2160726/C/XX/25/C/23-24/RM-I dated 19th August 1967 for Rs. 1,77,815 00 issued in favour of M/s. Jaydeo Products (India), 119-D, Kabir Marg, Bani Park, Jaipur (Rajasthan).

[No. 123/HQ/67/Enf.]

*New Delhi, the 1st December 1967*

**S.O. 4389.**—M/s. Western India Vegetable Products Ltd., Bombay were granted an import licence No. P/RM/2157261/C/XX/24/C/H/23-24 dated the 27th February, 1967. They have applied for issue of a duplicate Customs purposes copy of the licence for Rs. 46,500 (Rs. fortysix thousand and five hundred only) on the ground that the original Customs purposes copy of the licence has been misplaced.

In support of this contention, the applicant has filed an affidavit. I am satisfied that the original Customs Purposes copy of licence No. P/RM/2157261/C/XX/24/C/H/23-24 dated the 27th February 1967 has been misplaced and direct that a duplicate Customs purposes copy of the licence should be issued to the applicant. The original Customs purposes copy of the said licence is cancelled.

[No. Tollet/1(31)/AM 67/RM3/3274.]

P. C. VERMA,

Dy. Chief Controller of Imports and Exports.

## (Office of the Chief Controller of Imports &amp; Exports)

## ORDERS

New Delhi, the 13th November 1967

**S.O. 4390.**—A licence No. P/RM/2159877, dated 17th June 1967 of the value of Rs. 1,62,750.00 for import of raw materials and spare parts as per list attached to the licence was issued to M/s. Steeliwyn Metal Works, Pipla House, Khutaiton-Ka-Rasta, Bishan Pole Bazar, Jaipur (Rajasthan).

2. Thereafter, a show cause notice No. 124/HQ/67/Enf/4565, dated 23rd October 1967 was issued asking them to show cause within ten (10) days as to why the said licence in their favour should not be cancelled on the ground that the same was obtained on the basis of forged recommendation of D.G.T.D. in terms of Clause 9(a).

3. The aforesaid show cause notice was received back undelivered from the postal authorities with the remarks "Left without address".

4. The undersigned has carefully examined the case and has come to the conclusion that the party have no defence to urge and hence are avoiding a reply.

5. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9(a) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/RM/2159877 dated 17th June 1967 for Rs. 1,62,750.00 issued in favour of M/s. Steelwyn Metal Works, Pipla House, Khutaiton-Ka-Rasta, Bishan Pole Bazar, Jaipur (Rajasthan).

To,  
M/s. Steeliwyn Metal Works,  
Pipla House, Khutaiton-Ka-Rasta,  
Bishan Pole Bazar, Jaipur (Rajasthan).

[No. 124/HQ/67/Enf.]

New Delhi, the 27th November 1967

**S.O. 4391.**—A licence No. P/RM/2157915/C/XX/24/C/M/23-24/RM 1, dated 16th March 1967 of the value of Rs. 1,97,815 for import of raw materials and chemicals as per list attached to the licence was issued to M/s. Jaydeo Products (India), 119-D, Kabir Marg, Bani Park, Jaipur.

2. Thereafter, a show cause notice No. 123/HQ/67/Enf/5105, dated 13th November 1967 was issued asking them to show cause within 10 days as to why the said licence in their favour should not be cancelled on the ground that the same was obtained on the basis of forged recommendation of D.G.T.D. in terms of Clause 9, sub-clause (a).

3. The aforesaid show cause notice was received back undelivered from the Postal authorities with the remarks 'Refused'.

4. The undersigned has carefully examined the case and has come to the conclusion that the licence in question was obtained on the basis of forged recommendation of D.G.T.D. and the firm has avoided to send a reply to the show cause notice.

5. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-Clause (a) of the Imports (Control) Order, 1955 hereby cancel the Licence No. P/RM/2157915/C/XX/24/C/M/23-24/RM1 dated 16th March 1967 for Rs. 1,97,815 issued in favour of M/s. Jaydeo Products (India), 119-D, Kabir Marg, Bani Park, Jaipur.

To,  
M/s. Jaydeo Products (India),  
119-D, Kabir Marg, Bani Park,  
Jaipur (Rajasthan).

[No. 123/HQ/67/Enf/5446.]

B. D. BHATTACHARYA,

Dy. Chief Controller of Imports and Exports.  
for Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports &amp; Exports)

## ORDER

New Delhi, the 29th November 1967

**S.O. 4392.**—The S.E. (Planning), Project Section, Punjab State Electricity Board, Patiala were granted an import licence No. G/AU/1001505/x/xx/18/c/h-18

dated 27th November, 1963, for Rs. 26,960/- (Rupees Twenty-six Thousand, Nine hundred and Sixty only). They have applied for the issue of a duplicate Exchange Control copy of the said licence on the ground that the original Exchange Control Copy has been lost/misplaced. It is further stated that the original Exchange Control Copy was registered with the Customs authorities at Bombay. It was not utilised.

2. In support of this contention, the applicant has filed an affidavit on two rupees stamped paper duly attested by Notary Public, Delhi dated 10th October 1967, I am accordingly satisfied that the original Customs purposes/Exchange Control Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order 1955 dated 7th December, 1955 as amended, the said original Exchange Control Purposes copy of Licence No. G/AU/1001505/x/xx/18/c/h-18 dated 27th November 1963, issued to The S.E. (Planning) Project Section, Punjab State Electricity Board, Patiala is hereby cancelled.

3. A duplicate Exchange Control Purposes copy of the said licence has been issued separately to the licensee.

[No. 2/SG/661/63-64/PLS.]

S. A. SESHAN,

Deputy Chief Controller of Imports and Exports.

## MINISTRY OF INDUSTRIAL DEVELOPMENT & COMPANY AFFAIRS

### (Department of Industrial Development)

New Delhi, the 7th December 1967

**S.O. 4393. 29/B/IDRA/67.**—In exercise of the powers conferred by sub-section (i) of section 29B of the Industries (Development and Regulation) Act, 1951 (65 of 1951) the Central Government hereby makes the following amendment to the notification of the Government of India in the late Ministry of Industry No. S.O. 3729 (29/B/IDRA/66), dated the 29th November 1966, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 10th December, 1966, namely:

In the said notification, for item (ii) of the proviso, the following item shall be substituted, namely:—

“No additional expenditure of foreign exchange is involved except for the import of raw materials where the diversified product is a ‘priority’ industry, as notified in the Public Notice issued by the Government of India in the Ministry of Commerce No. 93-ITC(PN)/66, dated the 28th June, 1966, published at page 932 to 935 of the Gazette of India, Extraordinary, Part I—Section I, dated the 28th June, 1966”.

[No. 2(14)/Lic.Pol./66.]

R. C. SETHI, Under Secy.

### (Department of Industrial Development)

#### ORDER

New Delhi, the 8th December 1967

**S.O. 4394.**—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act 1951, read with Rules 2, 4, and 5 of the Development Councils (Procedural) Rules 1952, the Central Government hereby appoints Shri K. R. Ganesh, M.P. to be a member, upto the 24th October 1968, of the Development Council established for a period of two years by the order of the Government of India in the Ministry of Industry No. SOP/DC/I/66, dated the 25th October, 1966, for the scheduled industry engaged in the manufacture

or production of Paper, Pulp and Allied Industries, and directs that the amendment shall be made in the said order, namely:

In the said order, after the entry No. 29, the following entry shall be made, namely:—

30 Shri K. R. Ganesh, M.P. 107, South Avenue, New Delhi-11.

[No. F. LI(III)-17(154)/66-Dev. Council.]

V. PRAKASH, Under Secy.

**(Department of Industrial Development)**

**(Indian Standards Institution)**

*New Delhi, the 1st December 1967*

**S.O. 4395.**—In licence No. CM/L-1380, dated 30 December, 1966 held by M/s. Mahendra Electricals Ltd, Nadiad, the details of which are published under S.O. 243 in the Gazette of India, Part II, Section 3, Sub-Section 3(ii), dated 21 January, 1967, the following types of polythene insulated and PVC sheathed cables conforming to IS-1596-1962, have been included with effect from 27 November, 1967:

- (i) Flat twin cables with or without earth continuity conductor with aluminium conductors; and
- (ii) Circular three-core cables with aluminium conductors.

[No. MD/55:1380-1]

(Dr.) SADGOPAL,

Deputy Director General.

**MINISTRY OF TRANSPORT & SHIPPING**

**(Transport Wing)**

**MERCHANT SHIPPING**

*New Delhi, the 1st December 1967*

**S.O. 4396.**—In exercise of the powers conferred by sub-section (1) of section 7 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby appoints Shri K. C. Madappa as Director General of Shipping, Bombay, with effect from the forenoon of 6th November 1967, *vice* Shri Govind H. Seth who reverted as Additional Director General of Shipping.

[No. 1-MA(43)/67.]

K. V. SANKARAN, Dy. Secy.

**MINISTRY OF WORKS, HOUSING & SUPPLY**

**(Department of Supply)**

**ORDER**

*New Delhi, the 23rd November 1967*

**S.O. 4397.**—In exercise of the powers conferred by sub-rule (2) of Rule 12 and sub-rule (1) of Rule 24 of the Central Civil Services (Classification, Control & Appeal) Rules, 1955 the President is pleased to direct that in the Departmental proceedings against Shri Babu Ram a Foreman in the Office of the Director of Inspection (Met.), Burnpur a regional office of the Directorate General of Supplies & Disposals, the Deputy Director General (Inspection) at the Headquarters of the Directorate General of Supplies & Disposals and the Directorate General of Supplies and Disposals shall be the Disciplinary Authority and the Appellate Authority, respectively.

[No. F. 1(58)/67-V.]

S. S. PURI,

Director (Vigilance)

**MINISTRY OF INFORMATION AND BROADCASTING****ORDER***New Delhi, the 2nd December 1967*

**S.O. 4398.**—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

**THE FIRST SCHEDULE**

(1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act 1953 (Bombay Act XI of 1953).

(3) Sub-section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

**THE SECOND SCHEDULE**

S1. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film
1	2	3	4	5	6
1	Maharashtra News No. 186.	295 M	Director of Publicity Government of Maharashtra. Bombay -34.		Film dealing with news and current events (For release in Maharashtra Circuit only).

[ No. F. 24/1/67/FP App. 1220. ]

BANU RAM AGGARWAL Under Secy.

**MINISTRY OF EDUCATION****(Cultural Activities Division I)****[CAI(1) Section]****ARCHAEOLOGY***New Delhi, the 24th November 1967*

**S.O. 4399.**—Whereas the Central Government is of opinion that the ancient monuments specified in the Schedule attached hereto are of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monuments to be of national importance.

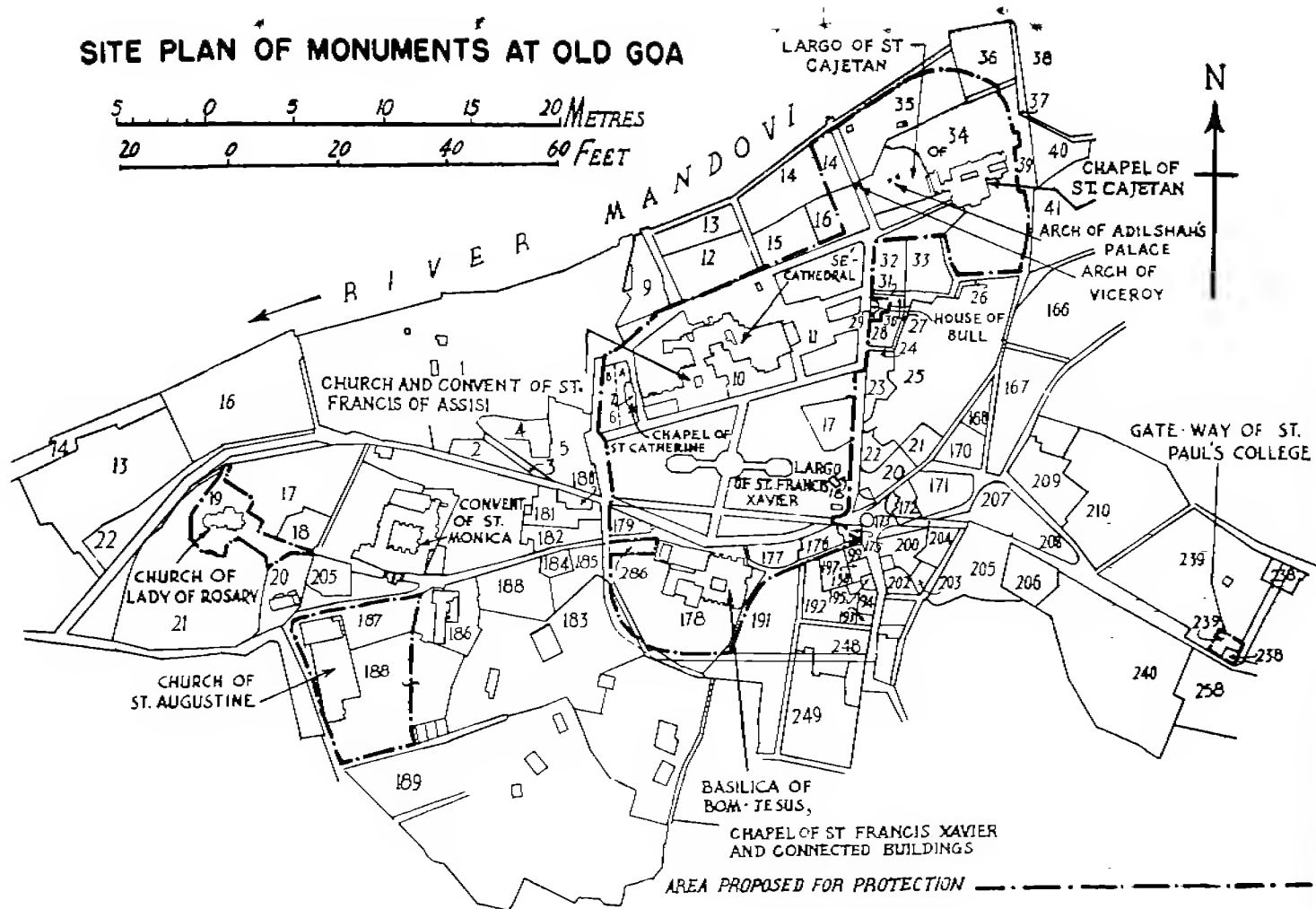
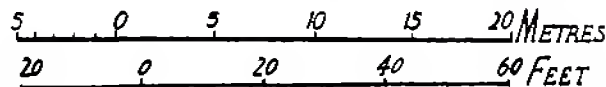
Any objection made within two months from the date of publication of this notification in the official Gazette by any person interested in the said ancient monuments will be considered by the Central Government.

## ‘THE SCHEDULE’

Serial No.	Union Territory	District	Tahsil	Locality	Name of Monuments	Revenue plot number to be included under protection.	Area	Boundaries	Ownership	Remarks
I	2	3	4	5	6	7	8	9	10	11
1	Goa, Daman and Diu.	Goa	Ella Goa.	Velha Goa.	Group of monuments namely:— (i) Se' Cathedral (ii) Church and Convent of St. Francis of Assisi. (iii) Chapel of St. Catherine. (iv) Chapel of St. Cajetan. (v) Arch of Viceroy (vi) Arch of Adil Shah's Palace. (vii) House of Bull. (viii) Basilica of Bom Jesus. (ix) Chapel of St. Francis Xavier and connected buildings. (x) Largo of St. Francis Xavier. (xi) Largo of St. Cajetan together with other minor monuments and adjacent area as shown in the plan reproduced below.	Survey plot Nos. 6A, 6B, 7, 10, 11, 17, 18, 29, 34, 176, 177, part of survey plot Nos. 14, 16, 35, 36, 175, 178, 179, 183 and unnumbered survey plots including roads and adjoining open area as shown in the plan reproduced below.	242532.65 Sq. mts.	North:—Survey plot Nos. 9, 12, 15, remaining portion of survey plot Nos. 16, 14, 36 and River Mandovi. East:—Survey plot Nos. 39, 41, 25, 26, 33, 32, 31, 30, 28, 24, 23, public road and remaining portion of survey plot No. 175. South:—Survey plot Nos. 199, 197, 192, 191, and remaining portion of survey plot Nos. 178, 179 (now included in public road) and part of public road. West:—Part of public road and remaining portion of survey plot No. 183.	Survey Plot Nos. 6A, 10, 11, 17, 18, 29, 34, 175, 176, 177, 178, 179, 183 and unnumbered survey plots including roads and adjoining space: Government owned. Remaining under private ownership.	

I	2	3	4	5	6	7	8	9	10	11
2	Goa, Daman and Diu.	Goa	Elia Goa.	Velha Goa.	Church of St. Augustine together with adjacent land comprised in part of survey plot Nos. 187 and 188.	Part of survey plot Nos. 187 and 188 as shown in the plan reproduced below.	28560 sq. mtrs.	<p><i>North</i>:—Old road</p> <p><i>East</i>:—Remain- ing portion of survey plot Nos. 187 and 188.</p> <p><i>South</i>:—Road.</p> <p><i>West</i>:—Road.</p>	Government.	Roads are not assigned any survey numbers.
3	Do.	Do.	Do.	Do.	Portal remains of St. Paul's college together with adjacent land comprised in survey plot No. 238 and part of survey plot No. 239.	Survey plot No. 238 and part of Survey plot No. 239 as shown in the plan reproduced below.	942 sq. mtrs.	<p><i>North</i>:—Remain- ing portion of survey plot No. 239.</p> <p><i>East</i>:—Road.</p> <p><i>South</i>:—Road.</p> <p><i>West</i>:—Remain- ing portion of survey plot No. 239.</p>	Survey plot No. 239; private and re- maining Government owned.	Roads are not assigned any survey number.
4	Goa, Daman and Diu	Goa	Elia Goa	Bangue- nim	Group of monuments namely:—  Church of lady of Rosary together with adjacent area comprised in sur- vey plot No. 19.	Survey plot No. 19.	7932 sq. mtrs.	<p><i>North</i>:—Panjim road and survey plot No. 17.</p> <p><i>East</i>:—Road and Survey plot Nos. 17 &amp; 18.</p> <p><i>South</i>:—Survey plot Nos. 20 and 21.</p> <p><i>West</i>:—Survey plot No. 21.</p>	Trustees	..

# SITE PLAN OF MONUMENTS AT OLD GOA



*New Delhi, the 4th December 1967*

**S.O. 4400.**—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule attached hereto is of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monument to be of national importance.

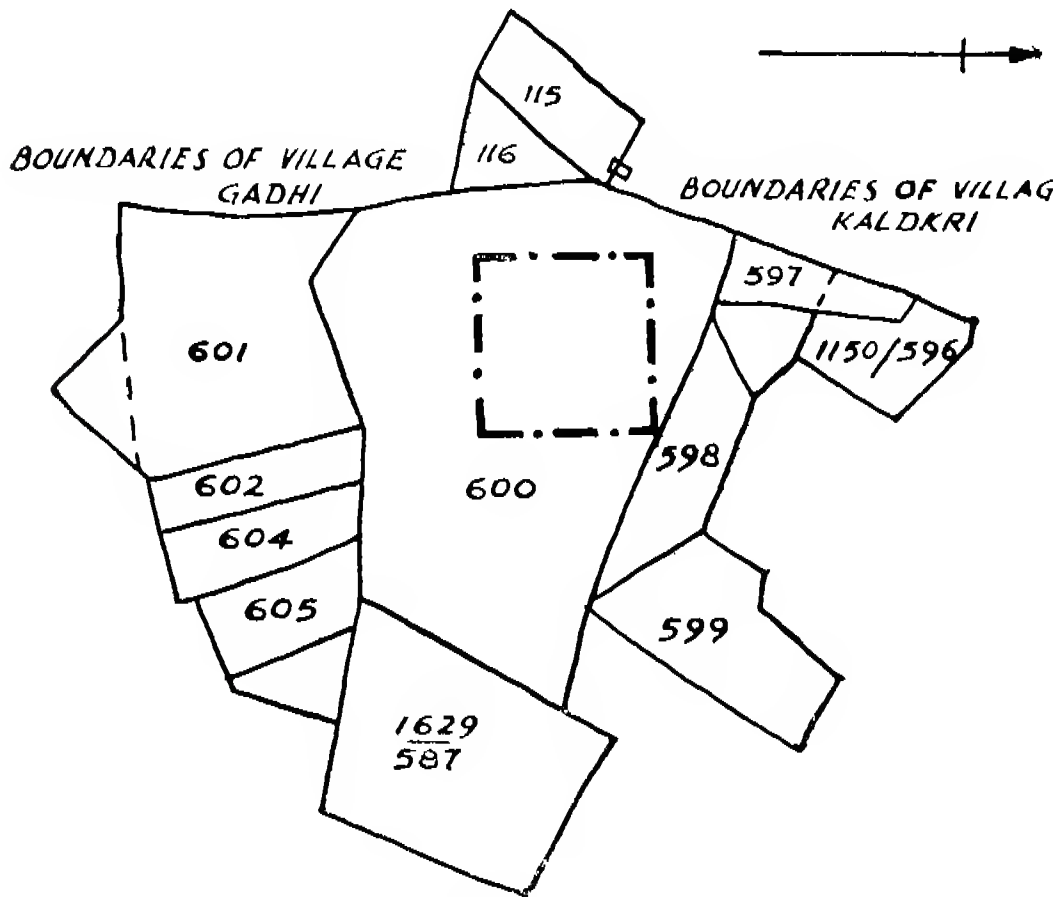
Any objection made within two months from the date of publication of this Notification in the Official Gazette by any person interested in the said ancient monument will be considered by the Central Government.

# THE SCHEDULE

Serial No.	State	District	Tehsil	Locality	Name of monument	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1.	Delhi	Delhi	Mehrauli	Bahapur	Ashokan rock edict together with adjacent area comprised in part of survey plot No. 600 as shown on the plan reproduced below.	Part of survey plot No. 600 as shown on the plan reproduced below.	14 Bighas and 7.8 Biswas.	<p><i>North</i> : Remaining portion of survey plot No. 600</p> <p><i>East</i> : Remaining portion of survey plot No. 600</p> <p><i>South</i> : Remaining portion of survey plot No. 600</p> <p><i>West</i> : Remaining portion of survey plot No. 600.</p>	Land and Housing Development.	

# SITE PLAN OF ASHOKAN ROCK, EDICT AT BAHAPUR

100 0 100 METRES 330 0 330 FEET



[No. F.4/12/87-CAI]  
SHARDA RAO (MRS.),  
Assistant Educational Adv:

**MINISTRY OF LABOUR, EMPLOYMENT & REHABILITATION****(Department of Labour and Employment)***New Delhi, the 23rd November 1967*

**S.O. 4401.**—In exercise of the powers conferred by section 73F of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Government Press and Stationery Stores, Kolhapur, in an implemented area exempts the said Press from the payment of the employer's special contribution leviable under chapter VA of the said Act, for a further period of one year with effect from the 1st December, 1967.

[No. F. 6(51)/66-HI.]

*New Delhi, the 24th November 1967*

**S.O. 4402.**—Whereas Messrs. Bombay Company (Private) Limited, 91-Wallace Street, Fort, Bombay-1, (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

**THE SCHEDULE**

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.

6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds Act, 1952 so that the benefits under the provident fund Scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the Rules of the Provident fund shall be made without the previous approval of the Regional Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. 11/23/66-PF.II.]

*New Delhi, the 25th November 1967*

**S.O. 4403.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory in an implemented area, hereby exempts the Central Asphalt Plant, Egmore, Madras, belonging to the Corporation of Madras from the payment of the employer's special contribution leviable under chapter VA of the said Act for a further period upto and including the 19th November, 1968.

[No. F. 6/71/67-HI.]

*New Delhi, the 1st December 1967*

**S.O. 4404.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory in an implemented area, exempts the Government Press, Shoranur, from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 10th December, 1967.

[No. F. 6(76)/67-HI.]

**S.O. 4405.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory in an implemented area, hereby exempts the Central Dairy, Government Milk Supply Scheme, Poona, from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 8th December, 1967.

[No. F. 6(77)/67-HI.]

**S.O. 4406.**—In exercise of the powers conferred by Section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories mentioned in the Schedule below in sparse areas in the State of Maharashtra, hereby exempts them from the payment of the employer's special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of the said Act in these areas.

## SCHEDULE

Sl. No.	Name of District	Name of Area	Name of the factory
1.	Akola	Malegoan	M/s Banshilal Rampratap Oil Mill, Tahsil Washim.
2.	Yeatmal	Wani	M/s Bashir Oil Mills, Bazar Ward.

[No. F. 6(12)/66.HI.]

*New Delhi, the 2nd December 1967*

**S.O. 4407.**—In exercise of the powers conferred by sub-section (4) of section 1 of the Employees Provident Funds Act, 1952 (19 of 1952), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Labour, Employment & Rehabilitation (Department of Labour and Employment) No. S.O. 2544 dated the 21st July, 1967.

[No. 8/78/67/PF.II.]

**S.O. 4408.**—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 579 dated the 13th February, 1967, the Central Government hereby appoints Shri B. N. Raval as Regional Provident Fund Commissioner for the whole of the State of Maharashtra and the union territory of Goa, Daman and Diu to assist the Central Provident Fund Commissioner in the discharge of his duties.

2. This notification shall be deemed to have come into force on 13th November, 1967.

[No. 17(80)/65-PF-I(II).]

**S.O. 4409.**—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 580, dated the 13th February, 1967, the Central Government hereby appoints Shri B. N. Raval to be an Inspector for the whole of the State of Maharashtra and the Union Territory of Goa, Daman and Diu for the purposes of the said Act and of any Scheme framed thereunder, in relation to establishments belonging to, or under the control of, the Central Government, or in relation to establishments connected with a railway company, a major port, a mine or an oil-field, or a controlled industry.

[No. 17(80)/65-PF I(III).]

*New Delhi, the 4th December 1967*

**S.O. 4410.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Victory Mica Limited P.O. Jhumeritelaia (Hazaribagh) Bihar State have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the 1st day of December, 1967.

[No 8(4)66-PF.II.]

**S.O. 4411.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. BKI Foundries Udyambag P.O. Khanapur Road, Belgaum have agreed that the provisions of the Employees Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 31st day of October, 1967.

[No. 8/139/67-PF.II.]

**S.O. 4412.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. the Ex-servicemen M.T. Co-operative Society Limited, Kapurthala, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of September 1966.

[No. 8(31)67-PF.II.]

MAHINDRA KISHORE, Under Secy.

**(Department of Labour and Employment)**

*New Delhi, the 23rd November 1967*

**S.O. 4413.**—In exercise of the powers conferred by section 3 of the Commissions of Inquiry Act, 1952 (60 of 1952), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2286, dated the 4th July, 1967, namely:—

In the said notification, in the second paragraph,—

- (a) for the portion beginning with the brackets, figure and words “(1) the number of surplus workmen” and ending with the words “and on the same date in subsequent years”, the following shall be substituted, namely:—“(1) the number of surplus workmen (including officers if any, on the rolls of the Burmah-Shell Oil Storage and Distribution Company of India Limited, Burmah-Shell Refineries Limited, Bombay, Esso Standard Eastern Limited, Esso Standard Refining Company of India Limited, Bombay, Caltex (India) Limited and Caltex Oil Refining (India) Limited, Visakhapatnam as on the 1st January, 1960 and on the same date in subsequent years;”;
- (b) for the brackets, figure and words “(5) the extent to which the said methods”, the brackets, figure and words “(5) the extent to which the said methods, plans and schemes” shall be substituted;
- (c) for the brackets, figure and words “(6) if any of the methods adopted”, the brackets, figure and words “(6) if any of the methods, plan and schemes adopted” shall be substituted.

[No. 17/10/66/LRIV.]

**S.O. 4414.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to Messrs. Ruby General Insurance Company Limited, Madras and their workmen which was received by the Central Government on the 21st November, 1967.

**BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS**

*Tuesday, the 31st day of October, 1967.*

(9th day of Kartika, 1889—Saka)

**PRESENT:**

Thiru M. Tajammul Hussain, B.A., B.L.,—Industrial Tribunal.

**INDUSTRIAL DISPUTE No. 58 OF 1967**

(In the matter of the dispute between the workmen and the Management of Messrs. Ruby General Insurance Co., Ltd., Madras-2).

**BETWEEN:**

Shri K. Srinivasan, No. 5, A, E. Block, Foreshore Estate, Santhome, Madras-28.

**AND**

The Regional Manager, Messrs. Ruby General Insurance Co., Ltd., Khivara Mansion, No. 150-A, Mount Road, Madras-2.

REFERENCE:—

Government of India order No. 70/10/67 LR. III dated 26th July, 1967, Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Government of India, New Delhi.

This dispute coming for final hearing on Friday, the 27th day of October, 1967, upon perusing the reference, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Srinivasan, Ex-stenographer of M/s. Ruby General Insurance Company Ltd., Madras, appearing for himself and of Thiru M. R. Narayanaswamy, Advocate, Madras appearing for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This is a reference by the Central Government regarding the transfer of Sri K. Srinivasan, from Madras to Cochin on the 1st November, 1965, by the management of Messrs Ruby General Insurance Company Limited, Madras and the termination of his services with effect from the 20th January, 1966.

2. The matter referred to this Court for adjudication is as set out in the schedule to the reference and it is as follows:—

"Whether the transfer of Shri K. Srinivasan, stenographer from Madras to Cochin on the 1st November, 1965, by the Management of Messrs. Ruby General Insurance Company Limited Madras and the termination of his services with effect from the 20th January, 1966, were justified? If not, to what relief is the workman entitled and from what date?"

3. Claim statement was filed by Sri K. Srinivasan, and the material allegations in the statement are these:—Sri K. Srinivasan joined M/s. Ruby General Insurance Co., Ltd., Madras as a stenographer on 16th August, 1962. At the time of his joining, there were no standing orders and things were done as per practice in vogue. The company does not have pay scales. After completion of probation he approached the management to give him the increment due. The management refused on the ground that the company had no pay scale. The matter was referred to the General Manager and also to the Board of Directors of the company. Then the matter was referred to Central Labour Court, Madras and a decision was given in favour of the petitioner. From that date onwards the management began to harass the petitioner and transferred him to Cochin. The management granted him leave from 2nd November, 1965, to 11th November, 1965, and for the subsequent period leave was refused. He was placed under suspension and a domestic enquiry was conducted on 18th December, 1965, and he was discharged from service on 20th January, 1966. He was charged for disobeying the order of transfer dated 1st November, 1965, and for not appearing before the doctor appointed by them. The management deliberately combined the transfer and also the leave salary and refused to pay him the salary due to him for November, 1965. The transfer was *ma'la fide*. The management was not justified in directing the petitioner to appear before the doctor appointed by them as there was no condition or stipulation to that effect. It is prayed that the petitioner should be reinstated with back wages and also the leave salary for November, 1965, should be paid to him.

4. The management filed a counter statement traversing the allegations made in the claim statement. According to the counter statement, the petitioner was appointed as a stenographer by order dated 25th August, 1962, effective from 16th August, 1962. He was to be a probationer for a period of one year from 16th August, 1962. One of the terms of service is as follows:—

"All the staff rules of the company as per separate typed sheets attached hereto and/or amendments now in force and/or in future form part of this appointment and you will have to abide by the same".

5. The petitioner was working in the Madras office till 1st November, 1965, on which date he was transferred to the Cochin District Office and he was directed to report to duty at Cochin Office on or before 8th November, 1965. He was also informed that he would be paid single third class fare for his journey to Cochin plus a daily bata of Rs. 8 during the period of journey. He was notified that he would be paid a transfer allowance of Rs. 30 per month while he is at Cochin. His basic salary was fixed at Rs. 145 and the dearness allowance of Rs. 115. Instead of obeying the said orders, the petitioner questioned the right of the Regional Manager to transfer him. He also complained that granting third class fare

amounted to disgracing him and requested the management to revoke the order of transfer. The management refused to revoke the order of transfer.

6. The petitioner then applied for leave. He was informed by the management that privilege leave was granted till 11th November, 1965, on the expiry of which he was to join duty at Cochin. He was also informed that if he were to apply for any extension of leave on medical grounds he should produce a medical certificate from a Doctor who would be appointed by the respondent. The petitioner again, by an application dated 11th November, 1965, applied for extension of leave. The respondent requested the Superintendent of the Government Royapettah Hospital to examine the petitioner in connection with his application for extension of leave and this was also duly intimated to the petitioner. He declined to present himself before the Superintendent of the Government Royapettah Hospital. He did not obey the order of transfer. Again on 21st November, 1965, he applied for extension of medical leave supported by a certificate from the same Doctor who gave him the earlier two certificates.

7. The management framed the following charges against the petitioner (1) refusal to obey the orders of transfer; and (2) refusal to obey the order to appear before the Superintendent, Government Royapettah Hospital. A domestic enquiry was held into the charges framed by the respondent against the petitioner. The enquiry officer found the petitioner guilty of both the charges, but at the same time, recommended that an opportunity be given to the petitioner to carry out the orders of transfer and that if he complied with the same and gave an undertaking about his future good behaviour, he might be let off with a nominal fine. Instead of utilising the opportunity, the petitioner refused to obey the order of transfer, but stated that if the respondent was prepared to continue his service at Madras office, he was willing to join forthwith. Since the petitioner failed to comply with the order of transfer, and as the charges framed against him were proved, his services were terminated by the order dated 20th January, 1966.

8. The issue for consideration is the matter referred to this tribunal for adjudication and it is as follows:—

"Whether the transfer of Sri K. Srinivasan, Stenographer from Madras to Cochin on the 1st November, 1965, by the management of Messrs. Ruby General Insurance Company Limited, Madras and the termination of his services with effect from the 20th January, 1966, were justified? if not, to what relief is the workman entitled to and from what date?"

9. No oral evidence was adduced. Documents were marked by consent by the parties. Arguments were adduced. Ex. M. 1 is the office copy of the appointment order issued to Mr. K. Srinivasan. Ex. M1 (a) is the endorsement made by the petitioner, agreeing to accept the appointment and abide by the terms and conditions of the appointment. Ex. M. 2 is the communication from Mr. K. Srinivasan agreeing to accept and abide by the terms and conditions of service. Ex. M. 3 is the order transferring Mr. K. Srinivasan to Cochin. Ex. M. 4 is the letter of Sri K. Srinivasan, requesting the management to revoke the order of transfer. Ex. M. 5 is the reply from the management to Sri K. Srinivasan stating that under the terms of his employment, the management was entitled to transfer him to any of their branches and the order of the management should be obeyed. Then the petitioner produced a medical certificate Ex. M. 6. Ex. M. 7 is the leave application from the petitioner. Ex. M. 8 is the office order granting leave to Mr. K. Srinivasan from 2nd November, 1965, to 11th November, 1965. Ex. M. 9 is another leave application sent by K. Srinivasan with medical certificate. Ex. M. 10 is a letter directing the petitioner to appear for medical examination before the Superintendent and Surgeon VII District Royapettah Hospital, either on Thursday, 18th November, 1965, or on Friday 19th November, 1965, between 10 A.M. and 12 noon. Ex. M. 11 is the letter from Mr. K. Srinivasan to the management. Ex. M. 12 is the reply from the management. Ex. M. 13 is leave application of the petitioner and Ex. M. 13(a) is medical certificate. Charge-sheet Ex. M.21 was filed against Sri K. Srinivasan. Ex. M. 22 is the explanation to the charges. Then there was an enquiry. Ex. M. 28 is the oral evidence recorded by Mr. C. R. Rao (Enquiry Officer) at the domestic enquiry. Ex. M. 29 is the report of the Enquiry Officer.

10. The last paragraph of the report is as follows:—

"Now I come to the question of punishment to be recommended. I agree that in accordance with the findings, the only punishment that could be recommended is discharge from service. But in this case, I came

to the conclusion that the worker is misguided placing too much reliance on his legal rights rather than responsibilities. I recommend that an opportunity to show better record of himself may be given to him if he carried out the orders of transfer and gives an undertaking as to his future good behaviour and conduct to the satisfaction of superiors. In that case a nominal fine will meet the ends of justice."

Ex. M. 31 is a letter from Company enclosing the findings of the Enquiry Officer. Ex. M. 32 is the reply of Mr. Srinivasan to the findings of the Enquiry Officer. Ex. M. 33 is the order terminating the services of Mr. Srinivasan.

11. On behalf of the petitioner, the original appointment order was marked as Ex. W. 1. It does not contain the endorsement found in Ex. M. 1. Ex. W. 2 is the certified copy of order of the Central Government Labour Court at Madras. Ex. W. 3 is the letter addressed to the Central Government to take action against the management and recover money due to him as per the Central Government Labour Court. Ex. W. 5 is the order passed by the Labour Court in C.P. No. 29 of 1965. Ex. W. 6 is the letter from the company refusing to pay the December salary. Ex. W. 7 is the notice given by the Court in C.P. No. 30 of 1965 ordering the respondent to pay the December salary. Ex. W. 8 is the order passed in C.P. No. 15 of 1967 by the Central Government Labour Court, Madras to pay 1963 Bonus to the petitioner. Ex. W. 9 is the letter from the Commissioner of Labour, Madras addressed to Srinivasan.

12. From the endorsement Ex. M. 1 (a) it is clear that the petitioner accepted the appointment and agreed to abide by the terms and conditions of the employment. Ex. M. 2 is a letter signed by the petitioner and that letter contains the conditions of service of the company which the petitioner agreed to abide. Para No. 5 is as follows:—"I shall be bound to observe all the staff rules and other rules of the office discipline, which are now in existence or which may from time to time be framed hereafter."

Para No. 2 is as follows:—

"The Company is entitled to transfer me to any of its branches or to any other place, according to its rules and practice now and heretofore".

13. The learned advocate for respondent relied on the decision of the Supreme Court of India in *Syndicate Bank Ltd. and its workmen* [in 1966 (1) L.L.J. at page 440] [That case related to the transfer of a clerk in Syndicate Bank in the Vijayawada branch to Banganapalli on the same scale of pay and allowance. A dispute was raised with reference to the said order of transfer and a reference was made by the Government of India under Sec.10(1)(d) of the Industrial Disputes Act. The Tribunal held that the order of transfer was prompted by *mala fide* considerations and set aside the order].

It has been held "There is no doubt that the banks are entitled to decide on a consideration of the necessities of banking business whether the transfer of an employee should be made to a particular branch. There is also no doubt that the management is in the best position to judge how to distribute its employees between the different branches. We are, therefore, of opinion that the industrial tribunals should be very careful before they interfere with the orders made by the banks in the discharge of their managerial functions. It is true that if an order of transfer is made *mala fide* or for some ulterior purpose like punishing an employee for his trade union activities, the industrial Tribunals should interfere and set aside such an order, because the *mala fide* exercise of power is not considered legal exercise of the power. But the finding of *mala fides* should be reached by Industrial Tribunals only if there is sufficient and proper evidence in support of the findings. Such a finding should not be reached capriciously or on flimsy grounds as the Industrial Tribunal has done in this case".

14. Analysing the evidence, it was held that the finding of the tribunal that the transfer of Veeranna was *mala fide* not supported by any evidence and it is therefore perverse and defective in law.

15. Ex. M. 3 is the office order informing Mr. Srinivasan that he will be paid a transfer allowance of Rs. 30 per month with effect from the date of his reporting himself for duty at Cochin in view of the present high cost of living at Cochin. That order indicates the emoluments of the petitioner during his stay at Cochin. He was directed to work in the Cochin District Office. He was also offered single III Class fare on his journey to Cochin plus a Batta of Rs. 8 per day for a period of five days from the date he stated from Madras. There was no reduction in

pay but there was only an increase in the pay in view of the high cost of living in that place.

16. There is no material to hold that the transfer was made *mala fide* or with some ulterior purpose of punishing the petitioner for any trade Union activities. It is for the company to decide on a consideration of the necessities of the company's business whether the transfer of an employee should be made to a particular branch. There is also no doubt that the management is in the best position to judge how to distribute its employees between the different branches. The Enquiry Officer recommended that an opportunity should be given to the petitioner to show better record of himself and that if he carried out the orders of transfer and gives an undertaking as to his future good and conduct to the satisfaction of superiors a nominal fine was sufficient. The management in their letter (Ex. M. 31) informed the petitioner that in view of the recommendation of leniency by the Enquiry Officer, the management was prepared to drop charge No. 1 in the event of his signifying that he was agreeable to join duty at Cochin within eight days from the date of receipt of this letter and if he failed to intimate to the management within four days from the date of receipt of this letter the fact that he was duly obeying the orders of transfer he was called upon to show cause within a fortnight from the date of receipt of the letter why he should not be discharged from service on the basis of the findings of the Enquiry Officer on each one of the two charges. The company also informed the petitioner that his absence without leave from 12th November, 1965 would be treated as on loss of pay. Ex. M. 32 is the reply of the petitioner to which he stated thus:—

"I reiterate that the orders of transfer which you say I have disobeyed has not been passed out of *bona fides*, and in fact a punishment inflicted on me for various reasons which you already know. I am therefore not prepared to accept your so called concession in asking me to report at Cochin Office within 15 days' time. If you are prepared to continue my services at Madras office, I am willing to join forthwith. Please inform me."

17. As the management was in the best position to judge how to distribute its employees between the different branches, and as the petitioner did not carry out the orders of the company, the company was justified in terminating the services of the petitioner. In the circumstances my finding on the issue is that the transfer of Shri K. Srinivasan, Stenographer from Madras to Cochin on the 1st November, 1965, by the management of Messrs Ruby General Insurance Company Limited, Madras and the termination of his services with effect from the 20th January, 1966 are justified and the petitioner is not entitled to any relief.

18. An award is passed in terms of my findings on the issue. Parties are directed to bear their own costs.

Sd./- M. TAJAMMUL HUSSAIN,  
Industrial Tribunal.

*List of witnesses examined*

for the Workman:—  
for the Management:— } NONE.

*List of documents marked.*

for the Workman:—

- |      |   |   |   |   |  |
|------|---|---|---|---|--|
| W 1/ | . | . | . | . | Appointment order dated 25-8-62.   |
| W 2/ | . | . | . | . | Certified copy of order No. 1/65 dt. 7-7-65 of The Central Government Labour Court at Madras.  |
| W 3/ | . | . | . | . | Letter dated 9-8-65 addressed to the Central Govt., to take action against the Management and recover the money due to the workman as per order No. 1/65 dt. 7-7-65. |
| W 4/ | . | . | . | . | Notice of the Central Govt. Labour Court, Madras dated 3-12-65.  |
| W 5/ | . | . | . | . | Order passed by the Labour Court in C.P. No. 29/65 dated 18-2-66.  |
| W 6/ | . | . | . | . | Ruby General Insurance Co. Ltd., Madras-2 letter dated 29-12-65 refusing to pay December salary to workman.  |
| W 7/ | . | . | . | . | Notice given by the Court in Case No. 30/65 order the respondent to pay December salary.   |
| W 8/ | . | . | . | . | Order passed in C.P. No. 15/67 by the Labour Court, Madras to pay 1963 bonus.  |
| W 9/ | . | . | . | . | Letter No. L. Dia. No. 3999/67 dt. 21-9-67 from the Commissioner of Labour Madras addressed to Sri K. Srinivasan.  |

*for the Management:*

M 1/25-8-62	Office copy of order of Appointment.
M 1(a)	a portion of Ex. M. 1.
M 2/25-8-62	Communication from Mr. K. Srinivasan agreeing to accept and abide by the terms and conditions of service.
M 3/1-11-65	Order transferring to Cochin.
M 4/1-11-65	Reply by Mr. K. Srinivasan to the Office order.
M 5/2-11-65	Letter to Workman to the above reply.
M 6/2-11-65	Medical certificate from Dr. T. M. Susai.
M 7/2-11-65	Leave application from the Workman.
M 8/9-11-65	Office order granting leave to Workman from 2-11-1965 to 11-11-65.
M 9/11-11-65	Leave application from the Workman with medical certificate dt. 11-11-65.
M 10/16-11-65	Letter to the Workman in reply to Ex. M. 9.
M 11/17-11-65	Letter from workman in reply to M. 10.
M 12/20-11-65	Letter from workman.
M 13/21-11-65	Leave application from Workman.
M 13(a)	Medical Certificate dt. 21-11-65.
M 14/22-11-65	Letter from Workman.
M 15/25-11-65	Letter to Workman in reply to Ex. M. 14.
M 16/ Do.	Postcard from Workman.
M 17/26-11-65	Communication from the Surgeon, Govt. Royapettah Hospital to the Company.
M 18/26-11-65	Letter from the Workman.
M 19/30-11-65	Letter from the Management to Workman.
M 20/1-12-65	Letter from Workman to Management.
M 20(a)	Medical Certificate dated 1-12-65.
M 21/2-12-65	Charge-sheet filed against the Workman.
M 22/3-12-65	Explanation of workmen to the Charge-memo.
M 23/4-12-65	Letter from Workman.
M 24/7-12-65	Letter from Workman.
M 25/8-12-65	Enquiry Notice issued by the Company to the Workman.
M 26/9-12-65	Postal Acknowledgement received from Workman.
M 27/10-12-65	Letter to Workman.
M 28/18-12-65 to 24-12-65	Oral evidence recorded by Mr. G. R. Rao, Enquiry Officer at the domestic enquiry.
M 29/4-1-1966	Report of Enquiry Office.
M 30/30-12-65	Letter of Mr. Prabhakar, Observer at the Domestic Enquiry with Endorsement of Mr. Srinivasan and Mr. Gopalaswamy.
M 31/7-1-66	Letter from Management enclosing the findings of the Enquiry Officer.
M 32/8-1-66	Reply of Mr. Srinivasan to the findings of the Enquiry Officer.
M 33/20-1-66	Order terminating the services of the Workman.
M 34/31-1-67	Certified copy of order MSEX. Case No. 17/1966.
M 35/22-4-67	Communication from Regional Labour Commissioner regarding conciliation.
M 36/6-5-67	Report of the Conciliation Officer.

NOTE—The parties are directed to take return of their document/documents if any, within Six months from this date.

*New Delhi, the 24th November 1967*

**S.O. 4415.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the Associated Cement Companies Limited, Lakheri and their workmen, which was received by the Central Government on the 20th November, 1967.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR.**

**PRESENT:**

Shri J. S. Ranawat, Judge

**CASE No. CIT-1 of 1966**

**REFERENCE.**—Government of India, Ministry of Labour and Employment, New Delhi order No. 36/39/65-LRI dated the 13th January, 1966.

In the matter of an Industrial Dispute.

**BETWEEN:**

The Lakheri Cement Karamchari Sangh, Lakheri.

**AND**

The Associated Cement Companies Ltd., Lakheri.

**APPEARANCES:**

*For the Sangh.*—Shri Mohamed Ibrahim.

*For the Company.*—Shri J. K. Mathur along with Shri G. L. Govil and Shri V. N. Kak.

**Date of Award.**

5th October, 1967.

**AWARD**

A no dispute award is passed as prayed for by the representatives of both the parties.

J. S. RANAWAT,  
Judge,

Central Government Industrial Tribunal,  
Rajasthan, Jaipur.  
[No. 36/39/65-LRI.]

*New Delhi, the 27th November 1967*

**S.O. 4416.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen which was received by the Central Government on the 21st November, 1967.

**BEFORE THE INDUSTRIAL TRIBUNAL: DELHI.**

**PRESENT:**

Shri Anand Narain Kaul, Industrial Tribunal, Delhi.

**REFERENCE C.C.I.D. No. 8 of 1966**

**BETWEEN**

The employers in relation to the State Bank of Bikaner and Jaipur.

**AND**

Their workmen, as represented by the Punjab Bank Employees Federation, Shiv Niwas, Adda Kapurthala, Jullundur City.

Shri Denish Chander—for the management.

Shri Tek Chand—for the workmen.

## AWARD

By S.O. No. 51(74)/64-LRIV dated 20th August, 1966, the Central Government was pleased to refer to this Tribunal for adjudication and industrial dispute existing between the employers in relation to the State Bank of Bikaner and Jaipur (to be referred to hereinafter as the Bank) and their workman. The dispute as specified in the Schedule annexed to the reference is in the following terms.

"Whether the management of the State Bank of Bikaner and Jaipur was justified in discharging Shri Gurdev Singh, Armed Guard, Abohar Branch from service with effect from the 18th April, 1964? If not, to what relief is the employee entitled?"

2. In response to the usual notices issued to the parties, both filed their written statements. They have also filed rejoinders. Some documents have also been filed by the parties. At the hearing on the 16th January, 1967 the parties agreed that the issued for determination shall be the same as in the term of reference. In oral evidence the workman examined himself and an Ayurvedic Practitioner of Bhatinda, WW1 Shri Lal Singh. The Bank examined Shri D. R. Midha, MW1 at present its Agent at Jodhpur. I have heard the learned representatives of the parties and proceed to record my findings on the issue as indicated in the term of reference.

*Findings:*

3. In the light of the pleadings of the parties there are three points that seem to arise for determination. The first point arises from a preliminary objection taken by the Bank in its written statement. The objection is to the effect that when the present dispute was raised, the Government of India gave a categorical decision on July 20, 1965 that the action of the Bank in discharging Shri Gurdev Singh from service was justified in the circumstances of the case. The reference is to a communication dated 20th July, 1965 addressed to the parties by the Under Secretary to the Government of India in the Ministry of Labour and Employment which has been filed as Annexure 'A' to the Bank's written statement dated the 27th September, 1966. Therein it was stated that, keeping in view the provisions of the Desai Award on the subject of taking disciplinary action, the action of the management in discharging Shri Gurdev Singh from service following his conviction by a court of law was not unjustified. The dispute, according to the Under Secretary, was, therefore, not considered fit for reference to a Tribunal for adjudication. On the strength of this document, it is argued that the present reference is not competent since the Government having once decided that the dispute was not fit for reference was not competent to make the present reference. It seems to me that the objection had been waived by the Bank inasmuch as at the hearing on the 16th January, 1967 both the parties had agreed that the only issue that arises for determination is the same as in the term of reference. Even if this does not amount to a waiver of the objection or even if it be arguable that there could be no waiver of a legal provision which operated as a bar to the present reference, it would be sufficient to say that it is now well settled that even if at one stage Government had come to the conclusion that no reference of a dispute was called for, it may re-examine the matter, in the interest of industrial peace, whether in the light of fresh material or otherwise, and make a reference if it comes to the conclusion that a reference is justified in the interests of industrial peace. It was so held by a Division Bench of the Mysore High Court in the case between Vasudeva Rao (B.K.) and State of Mysore and others (1963 II LLJ 717). In the same case it was held that it was not necessary to examine the reasons which made the Government to reconsider its prior order since it is a matter entirely within the State Government's competence. The preliminary objection has, therefore no force.

4. The second point that arises for decision is, whether the offence committed by Shri Gurdev Singh workman was one involving moral turpitude. In this connection it is necessary to state the facts of the case. Shri Gurdev Singh was working as an Armed Guard in the State Bank of Bikaner and Jaipur at Abohar branch having been appointed in the Bank's service on 10th April, 1954. From the order of the Magistrate, First Class Fazilka dated 7th April, 1964 or which a true copy has been filed as Annexure 'B', it appears that Shri Gurdev Singh while coming from the side of Raipura on 2nd April, 1964 was stopped, on suspicion, by a Police Sub-Inspector on the canal bridge in the area of village Wahalewala. On search of his person 12 grams of opium was recovered in respect of which he could not produce any permit or licence. He was challaned to the Court of Magistrate First Class under Section 9 of the Opium Act of 1878. When examined by the

Court he pleaded guilty, threw himself at its mercy and begged pardon. Accepting his confession as voluntary the Magistrate held him guilty under Section 9 of the Opium Act and sentenced him to imprisonment till the rising of the Court and to pay a fine of Rs. 30. In the management's view the offence of which Shri Gurdev Singh was convicted involved moral turpitude inasmuch as he was convicted for being found in illegal possession of a contraband article the possession of which is prohibited and is regulated by a special statute. Under Section 10(i)(b) of the Banking Companies Act, 1949 a Bank is prohibited from employing or continuing the employment of a person who is or has been convicted, by a criminal Court, of an offence involving moral turpitude. In view, however, of the long service of Shri Gurdev Singh the management took a lenient view and discharged the workman with effect from 18th April, 1964 and for the period from 3rd April 1964 to 18th April 1964 during which he was absent from duty, he was treated as being on privilege leave. The Bank has placed on record a letter Ext. M/1 dated the 18th April, 1964 from Shri Gurdev Singh to the Agent of the Bank at Abohar stating that he was arrested by the Police under the Opium Act on the evening of 2nd April, 1964 and remained in the Police lock up till 5th April, that he was challaned on the 7th April and was convicted on the same day by the Magistrate First Class, Fazilka. As a result of the conviction the Bank on taking a lenient view of the matter merely discharged him for which he thanked the management. He requested that the period of his absence from 3rd April to the date of his application be treated as privilege due to him. According to the Bank, this document proves that the workman himself had expressed gratefulness for the lenient view of his case taken by the management. The case of the union representing the workman is that Shri Gurdev Singh's father had fallen ill and the medical practitioner attending had advised him to bring some opium for his treatment. He accordingly proceeded to bring the opium from Sardul Shahr in Rajasthan. He was arrested by the Police during the return journey and produced before the Magistrate.

5. From the judgment of the First Class Magistrate it does not appear that Shri Gurdev Singh took any plea in the court that he had brought the opium for the treatment of his father on the prescription of any Ayurvedic Practitioner. Had he taken any such plea, there is no reason why it should not have been mentioned in the Magistrate's order. Before me, however, the workman has stated, in his evidence, that his father, who is living with him at Bhatinda, had an attack of asthma in 1964 for which he was first given allopathic treatment but without any relief. Then he was put under the Ayurvedic treatment of Vaidya, Lal Singh, who practises at Bhatinda. That practitioner is stated to have given a prescription based on an old text book which he had been using. The prescription contained certain ingredients such as "Shangarph", "Sweet Oil", "Opium", "Pepper" etc. required for preparation of pills for oral administration. The prescribed quantity of each one of these ingredients, according to the workman, was required to be one Tola. Since according to the workman there is no opium licensee in the Punjab, he went by bus to Sardul Shahr in Bikaner, Rajasthan, which is at a distance of about 20 miles from Abohar and where opium is said to be available with a licensee. On his way back to Abohar he was searched by the Police and the opium was recorded from him. He is stated to have told the Police that he was taking the opium for treatment of his father and had even shown a certificate Ext. W/1 of the Vaidya to the Police. The Police, however, suggested to the workman that he should plead guilty instead of relying on the certificate. He states, however, that even before the Magistrate he had pleaded that he had brought the opium for the treatment of his father. At the Bank also he is stated to have told the manager that he had brought opium for his father's treatment. On cross-examination the workman could not state the name of the opium licensee who sold him the opium. He also stated that he could not tender the certificate in court since the Police had advised him that in case he relied on it he might be severely punished. It will be seen that the workman has made contradictory statements in his evidence before me. On the one hand he says that on the advice of the Police he pleaded guilty before the Court instead of relying on the certificate Ext. W/1, on the other, he has stated that even before the Court he had pleaded that he had brought the opium for the treatment of his father. Even otherwise the story is incredible. Shri Lal Singh the Ayurvedic Practitioner of Bhatinda who has also been examined has stated that Shri Gurdev Singh's father who was suffering from Bronchial Asthma and also a creeping pain in his leg was under his treatment for 2 to 3 months in 1964, near about the month of January. The treatment of Shri Gurdev Singh's father, however, was not successful initially. Then he gave him a prescription from a printed script which he possesses and which includes opium. The quantity of opium required, according to the prescription was one Tola and he had asked

Shri Gurdev Singh to bring all the ingredients of the prescription for preparation of the medicine but he never turned up. Then he changed the prescription and tried other medicines as a result of which the patient was ultimately cured during the summer months. He gave Shri Gurdev Singh a certificate which is Ext. W/1 bearing his signatures. The certificate which is in Gurmukhi when translated into English runs as follows :—

"Vaid Lal Singh Gill, dated 30th March, 1964.

Dear Sir,

Shri Hari Singh for some time is ill. I required some opium for his treatment which I demand.

Disease                      Asthama

(Sd.) VAID LAL SINGH

Regd. No. 394

Bhatinda (Punjab)

Dated 30-3-1964.

In cross examination the witness admitted that his Registration Number is 491 and not 394, in support of which he produced the original renewal certificate issued by the Registrar. In explaining the fact that in Ext. W/1 his seal contains the number 394, he stated that this was because an error had crept in the seal which he had got prepared. Further in explaining the fact that the certificate which he had brought was for 1961, he admitted that registration is required annually and that he had got renewal certificates for subsequent years also but those had not been put in a frame and he had only brought one which had been put in a frame. He admitted that he had never before issued a certificate for purchase of opium and further that in a certificate of that kind, the practitioners are expected to give full particulars of the prescription unlike what had been done in Ext. W/1. He could not say how much dose of opium would prove lethal and stated that it would depend upon the capacity of a person to absorb opium. The witness does maintain a register showing the names of the patients to be treated, the disease from which they are suffering and the treatment prescribed but he had not brought the Register. It will be seen from the very nature of the evidence of this witness that it is most unreliable and the certificate Ext. W/1 seems to be a clumsy attempt to save the workman. On behalf of the management Shri D. R. Midha, who was Agent of the Bank at Abohar branch during the relevant period has been examined. He has stated that it was in view of Shri Gurdev Singh's conviction under the Opium Act and in view of the fact that the Bank is a credit institution, that they had discharged him. Although under the service conditions of Shri Gurdev Singh he should have been dismissed, the Bank authorities took a lenient view and only discharged him. Ext. MW1/1 is a true copy of the order of discharge. According to the witness, Shri Gurdev Singh had never told him, on receiving his order of discharge, that his father was ill nor did he tell him after his conviction and payment of the fine, that the opium was being taken to save the life of his father. The witness has further stated, categorically, that Shri Gurdev Singh was an opium addict since, on several occasions, when he came to him he had found him drowsy and on enquiry he told the witness that he had on that day taken an extra strong dose of opium. In cross-examination he admitted that he had never complained to the Head Office that Shri Gurdev Singh was an opium addict. From the mere fact that the local bank authorities had never put it on record that Shri Gurdev Singh was an opium addict is not sufficient to show that the evidence of the Agent is unreliable. If Shri Gurdev Singh's addiction to opium had not interfered with the discharge of his duties, it is quite conceivable that the local authorities did not consider it necessary to make any adverse entry against him or to complain to the higher authorities against him.

6. There is no doubt that Shri Gurdev Singh was bringing the opium surreptitiously and it had been brought, in all probability, for his own use. Such a quantity could not have been brought for sale and it is also most unlikely that as much as one tola of opium should have been required for an Ayurvedic prescription. In any case it was for the workman to prove that he had brought the opium for a bona fide purpose and the story which he has now built up seems to be an after thought since he does not seem to have mentioned this even to the Bank authorities and, as shown by me already he was even grateful to the Bank for the lenient view that they had taken of his conduct.

7. As stated by the union itself, in its statement of claim, it is the motive behind the commission of an offence which is decisive of the fact whether it involved

moral turpitude. Even in the decision of the Allahabad High Court in the case of *Mudna Pitai vs. Sub Divisional Officer Malinabad* reported in AIR 1965 Allahabad 382 on which the union has relied, it has been observed as follows:—

“Whether an offence involves moral turpitude will depend upon its nature and the circumstances in which it is committed. An offence of a certain class may generally be considered to involve moral turpitude but may not be so if committed in particular circumstances. It is not the gravity of the offence or the quantum of punishment which will determine the question.”

8. In the circumstances of the present case, there is no doubt that the conduct of the workman involved moral turpitude. It is inconceivable that one told of opium could have been supplied by a licensee to the workman without a proper voucher or permit. It cannot be believed that the Excise Rules of Raichan permit such latitude. The workman did not even remember the name of the licensee and there can be no doubt that the opium must have been brought by under hand means and was being smuggled. I have, therefore, no doubt that the offence committed by the workman involved moral turpitude.

9. The third point for decision is, whether even on the basis that the offence committed by the workman involved moral turpitude, the termination of service of the workman was effected in an appropriate manner. The procedure laid down in the Sastry Award in connection with the taking of disciplinary action is contained in Paragraphs 520 and 521 of that award. In the Desai Award the learned Tribunal, after reproducing the provisions of paragraphs 520 and 521 of the Sastry Award, observed that no case had been made out for making any substantial changes in the procedure laid down by the Sastry Award. According with the exception of a minor additional direction contained in Para. 18, 24 the Desai Award left the provisions for disciplinary action contained in the Sastry Award untouched. Para. 521 of the Sastry Award provides that a person against whom disciplinary action is proposed or likely to be taken should, in the first instance, be informed of the particulars of the charge against him; and should have a proper opportunity to give his explanation as to such particulars and that final orders should be passed after due consideration of all the relevant facts and circumstances. The expression “offence” has been defined in sub-para (1) as any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law. Sub-para (2) (a) of Paragraph 521 provides that when, in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted. Clause (b) of the same sub-para provides that “if he be convicted he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in sub-para. (5) below” Clause (c) of sub-para. (2) provides that, in the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination of service with three months’ pay and allowances in lieu of notice. Sub Para. (3) provides that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out in sub-paragraphs (9) and (10) *infra* relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and, shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months’ pay and allowances in lieu of notice as directed in sub-paragraph (2) *supra*. Sub-para (5) of Paragraph 521 lays down the various forms of punishment for an employee found guilty of gross-misconduct. These include dismissal in clause (a) and certain other punishments of a minor nature unto clause (d). Clause (e) provides that an employee found guilty of gross misconduct may have his misconduct condoned and be merely discharged. Para (10) (c) provides that where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the “gross” type he may be merely discharged, with or without notice or on payment of a month’s pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not for some reason or other think it expedient to retain the employee in question any longer in service. *Discharge in such cases shall not be deemed to amount to disciplinary action.* Paragraph 522 of the Sastry Award which laid down the procedure for termination of employment has also been left untouched. Sub-para. (1) of this Paragraph lays down that in cases not involving disciplinary action for misconduct the employment of a

permanent employee may be terminated by three months' notice or on payment of three month's pay and allowances in lieu of notice.

10. Evidently the case of Shri Gurdev Singh is covered by Para 522 sub-para (1) of the Sastry Award read with sub-paras. (1)(2)(c), (2)(d), (3), (5)(e) and (10)(c) of para 521. The management having taken a lenient view of the conduct of the workman, it could only have discharged him with three months' pay and allowances in lieu of notice under Paragraph 522 of the Sastry Award. Since no charge-sheet was framed and no notice was given, it is not a case of disciplinary action and the least that was required was payment of three months' pay and allowances in lieu of notice.

11. In the result I hold that the Bank was justified in discharging Shri Gurdev Singh but not without payment of 3 months pay and allowances in lieu of notice. I make an award accordingly and direct that the said amount be paid to him. (Thirteen pages).

The 31st October, 1967

(Sd) ANAND NARAIN KAUL,  
Industrial Tribunal: Delhi.  
[No. F. 51/74/66-LRIV.]

New Delhi, the 2nd December 1967

**S.O. 4417.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Messrs Shri Mankeshwar Mechanical Works, Bombay and their Workmen which was received by the Central Government on the 24th November, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY**

REFERENCE No. CGIT-58 OF 1965

**PARTIES:**

Employers in relation to Messrs Shri Mankeshwar Mechanical Works, Bombay.  
AND

their workmen

**PRESENT:**

Shri A. T. Kambre, Presiding Officer.

**APPEARANCES:**

*For the employers:* Shri K. R. Tripathi.

*For the workmen:* Shri R. A. Pandit, Assistant Secretary, Transport and Dock Workers' Union, Bombay.

**STATE:** Maharashtra.

**INDUSTRY:** Major Ports.

*Dated at Bombay this the 21st day of November 1967*

### AWARD PART III

The Central Government, Ministry of Labour and Employment by Order No. 28/78/65-LRIV dated 6th September 1965 referred to this Tribunal the industrial dispute between the employers in relation to Messrs. Shri Mankeshwar Mechanical Works, Bombay and their workmen represented by the Transport and Dock Workers' Union, Bombay in respect of the matters specified in the schedule to the said order:—

#### SCHEDULE

I. Whether the following demands of the workmen are justified?

- (i) Increase in wages.
- (ii) Issue of attendance cards and photo identity cards.
- (iii) Grant of Interim Relief.
- (iv) Grant of stream allowance.
- (v) Increase in the strength of employees.
- (vi) Introduction of Gratuity Scheme.

If so, to what relief are the workers entitled?

II. Whether the termination of the service of the following workmen was justified? If not, to what relief are these workers entitled?

S. No.	Name of the worker	Category
1	Shri Aba Tukaram . . . . .	Mazdoor Mukadam.
2	Shri Adya Prasad Parasnath . . . . .	Gas-cutter.
3	Shri Banarsi Shiv Balak . . . . .	Mazdoor.
4	Shri Bartsai Munoo . . . . .	Mazdoor.
5	Shri Bhurakundi Kalidin . . . . .	Mazdoor.
6	Shri Hasann Ali Abdul Rehman . . . . .	Mazdoor.
7	Shri Jagpat Prem Shanker . . . . .	Asstt. Gas Cutter.
8	Shri Jainarayan Bhagwati . . . . .	Boiler maker-Mistry.
9	Shri Jairam Pati . . . . .	Mazdoor.
10	Shri Jetha Shanker Balikram . . . . .	Welder.
11	Shri Jinjam Shyam Sunder . . . . .	Mazdoor.
12	Shri Juman Rehmatullah . . . . .	Mazdoor.
13	Shri Laltaprasad Shobhnath . . . . .	Gas-Cutter.
14	Shri Laltaprasad Shanker . . . . .	Mazdoor.
15	Shri Prasidhnarayan Shrinarayan . . . . .	Mazdoor.
16	Shri Pherai Bhagoo . . . . .	Boiler-maker.
17	Shri Rampath Badri . . . . .	Welder.
18	Shri Ramprasad Shiv Murat . . . . .	Welder.
19	Shri Ram Nihor Matabig . . . . .	Mazdoor.
20	Shri Ramraj Jokhai . . . . .	Mazdoor.
21	Shri Ram Moorat Sadloo . . . . .	Mazdoor.
22	Shri Ram Baran Munoo . . . . .	Mazdoor.
23	Shri Ramgon Shobhnath . . . . .	Assistant Gas-Cutter.
24	Shri Ramkewal Ram Niranjani . . . . .	Mazdoor.
25	Shri Ramlakhan Kashiram . . . . .	Gas-Cutter.
26	Shri Shoshnarayan Shiv Murat . . . . .	Welder.
27	Shri Sripat Abhairaj . . . . .	Hammerman.

2. My learned predecessor Shri Salim M. Merchant has by his Award Part I dated 4th November 1966 disposed of the dispute between the employers and the following 9 workmen covered by demand No. II under reference.

Serial No.	Name
1	Shri Aba Tukaram.
8	Shri Jainarayan Bhagwati.
10	Shri Jetha Shanker Balikram.
13	Shri Laltaprasad Shobhnath.
17	Shri Rampath Badri.
18	Shri Ramprasad Shiv Murat.
19	Shri Ram Nihor Matabig.
26	Shri Shoshnarayan Shiv Murat.
27	Shri Sripat Abhairaj.

3. Subsequently by his Award Part II dated 9th May 1967 the dispute in respect of the six demands covered by issue No. 1 was resolved and there remained only the dispute in respect of the remaining 18 workmen covered by demand No. 1.

4. After prolonged discussions the parties filed before me a joint memorandum of settlement on 14th November 1967 which is marked annexure "A". The union has not pressed the claim of the following two workmen viz., Shri Bhurkundi Kalidin (Serial No. 5 in the list) and Shri Prasidhnarayan Shrinarayan (Serial No. 15 in the list) and there remains no dispute regarding them. According to the terms of settlement the employers have agreed to pay to the remaining 16 workmen retrenchment compensation. They are also given option either to accept the compensation and forego their past service prior to 1965 or to continue in employment without compensation and get the benefit of the entire length of service. The above terms of settlement are clearly beneficial to the workmen and in the facts

and circumstances of the case are fair and reasonable. I, therefore, make an award in terms of the joint memorandum of settlement dated 14th November 1967 marked annexure "A," which shall form part of this Award.

No order as to costs.

Sd/- A. T. ZAMBRE,  
Presiding Officer,

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, AT BOMBAY

REFERENCE NO. 58 OF 1965

PARTIES:

Employers in relation to Shri Mankeshwar Mechanical Works,

AND

Their Workmen

May It Please the Hon'ble Tribunal,

We, the parties abovenamed have reached the following settlement on issue No. 2 under Reference 58 of 1965:

Issue No. 2:

(1) On this issue, the Union does not press the claim of Shri Bhurkundli Kalidin (No. 5 in the list) and Shri Prasad Narayan Shrinarayan (No. 15 in the list). With regard to the remaining 16 workmen concerning this issue parties are agreed that the employers company shall pay to each of them the amount shown against his name in full and final settlement of all their claim by way of retrenchment compensation.

Sl. No.	Name of workers	Amount
2	Adyaprasad Paresnath	Rs. 78.60 Ps.
3	Banarasi Shivbalak	Rs. 41.25 Ps.
4	Bansi Manoo	Rs. 172.20 Ps.
6	Hassanali Abdul Rehman	Rs. 129.15 Ps.
7	Jegpat Premshanker	Rs. 28.05 Ps.
9	Jairam Pathi	Rs. 165.00 Ps.
11	Dinker Shyam Sunder	Rs. 67.50 Ps.
12	Juman Rahimtulla	Rs. 191.50 Ps.
14	Laltaprasad Shanker	Rs. 41.25 Ps.
16	Pherai Bhagu	Rs. 261.50 Ps.
20	Ramraj Jookhai	Rs. 129.15 Ps.
21	Rammurat Sadloo	Rs. 86.10 Ps.
22	Rambaran Manoo	Rs. 25.00 Ps.
23	Ramgain Shobnath	Rs. 63.60 Ps.
24	Ramkewal Ramniranjan	Rs. 129.15 Ps.
25	Ramlakhan Kashiram	Rs. 162.90 Ps.
		Rs. 1771.90 Ps.

(2) Parties are agreed that the payment in full of the above mentioned will be made on or before 31st January, 1968. It is agreed that the employer company will issue the above workmen the necessary Certificates as and when they will make the applications.

(3) It is further agreed that the above 16 workmen, those who will not work with the company if they have Identity Cards, they will return the same to the Company on or before 31st January, 1968.

(4) It is agreed that the 16 concerned workmen will be given option either to accept the compensation or to continue in the employment without compensation. In the case of any workman who accepts the compensation he will forego his past services prior to 1965 and if he expresses his desire to continue in the employment of the company his fresh services will be counted from 1965.

(5) In the case of such workers who desire to continue without compensation will get the benefit of entire length of service as shown below:

Sr. No.	Name of the workers	Year of service as mutually agreed between the Parties upto 30-6-1965
2	Adyaprasad Paresnath . . . . .	2
3	Banarsi Shivbala . . . . .	1
4	Bansi Manoo . . . . .	4
6	Hassanali Abdul Rehman . . . . .	3
7	Jegpet Premshanker . . . . .	1
9	Jariram Pathi . . . . .	4
11	Dinker Shyam Sunder . . . . .	2
12	Juman Rahimtulla . . . . .	4
14	Laltaprasad Shanker . . . . .	1
16	Pherai Bhagu . . . . .	5
20	Ramraj Jookhai . . . . .	3
21	Rammurat Sudho . . . . .	2
22	Rambaran Manoo . . . . .	Nil
23	Ramgain Shobnath . . . . .	2
24	Ramkewal Ramniranjan . . . . .	3
25	Ramlakhan Kashiram . . . . .	3

(6) It is agreed by and between the parties that the employer company will inform all the 16 workmen concerned the terms of this settlement by 30th November, 1967 and the workers will inform their intention as stated in para 4 of this settlement latest by 15th February, 1968.

(7) These 16 workmen are temporary workers at present.

*Dated at Bombay this 14th day of November, 1967.*

For the Employer in relation to  
Shri Mankeshwar Mechanical Works.

1. (Sd.) K. R. TRIPATHI.

For the Transport and Dock  
Workers' Union, Bombay.

1. (Sd.) R. A. PANDIT,  
Asst. Secretary.

Before me

Sd/- A. T. ZAMBRE,

Presiding Officer

Central Govt. Industrial Tribunal, Bombay.

14-11-1967.

[No. 28/78/65-LRIV.]

*New Delhi, the 4th December 1967*

S.O. 4418.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of Shri A. S. Gupta, Arbitrator in the dispute between the management of Messrs Daulatram Rameshwarlall, Contractor, Nandini Lime Stone Mines of Bhilai Steel Project, Post Office Nandini, District Durg and their workmen represented by the Steel Workers Union, Nandini Mines which was received by the Central Government on the 27th November, 1967.

**BEFORE THE ASSISTANT LABOUR COMMISSIONER (CENTRAL) BILASPUR  
AND ARBITRATOR.**

**PRESENT:**

Shri A. S. Gupta, Assistant Labour Commissioner (Central), Bilaspur.

In the matter of arbitration of an Industrial dispute under Section 10-A of the Industrial Disputes Act, 1947.

**PARTIES:**

M/s. Daulat Ram Rameshwar Lall, Contractors.  
Nandini Lime Stone Mines of B.S.P.  
P.O. Nandini Mines (Distt. Durg). M.P.

AND

Their workmen represented by  
The Steel Workers' Union, Nandini Mines Branch,  
P.O. Nandini Mines (Distt. Durg). M.P.

**APPEARANCES:**

*For the Employers.*—1. Shri O. P. Bhuwalkar, Agent. M/s Daulat Ram Rameshwar Lall

2. Shri S. Ghosh, Assistant Manager, M/s. Daulat Ram Rameshwar Lall.

*For the workmen.*—Shri H. C. Gupta, Secretary, Steel Workers' Union, P.O. Nandini Mines (Distt. Durg).

**STATE:** Madhya Pradesh

**INDUSTRY:** Lime Stone

Bilaspur, Dated the 24th November, 1967

**AWARD**

By an arbitration agreement which was published in the Gazette of India by the Central Government by their Order No. 37/16/66-LRI dated 14th July 1966 the parties above-named agreed before the Labour Enforcement Officer (Central), Raipur that the controversy that had arisen between them over the alleged wrongful removal from service of Shri Jalim Singh be settled by reference to arbitration under Section 10-A of the Industrial Disputes Act, 1947 and for the purpose they referred the said controversy to my arbitration with the following terms of reference:

"Whether the management of M/s Daulat Ram Rameshwarlall, Contractors, Nandini Lime Stone Mines, was justified in removing Shri Jalim Singh, from service with effect from 22nd May, 1966? If not, to what relief is the workman entitled?"

1. Notices were issued to the parties for the submission of their written statements but they took a long time in complying with this obligation. Whereas the union submitted its written statement on 23rd February 1967, it was received from the employers only on 16th May 1967. Before that I had heard this case at Bilaspur on 13th March 1967 on the basis of the written statement filed by the Union. Before I could actually start proceedings, the parties showed inclination to discuss the case between themselves for arriving at a mutual settlement. The request of the parties was acceded to and they were allowed time up to 29th March 1967 for the purpose. The employers' representative was, however, told that in case the mutual settlement was not possible they should file their written statement on 29th March 1967 to facilitate further proceedings in the instant dispute. As I remained otherwise busy I could not take up this case on 29th March 1967 and a next date was fixed for 20th April 1967 which date was subsequently shifted to 16th May 1967 at the request of the employers. At the hearing that took place on 16th May 1967 the employers' representative filed their written statement. As the Union wanted to go through the employers' written statement with a view to preparing its case for arguing before me its representative sought adjournment which was allowed. Thereafter this case was fixed on a number of occasions but the parties could not attend earlier than 29th July 1967. The employers' representative again made a request to allow them some time for mutual negotiation. Their request was acceded to and they were allowed time for 2 hours. As the parties came to some understanding they prayed for further adjournment for finalising the terms of the mutual settlement which was allowed.

3. Thereafter, I fixed hearing in this case for 31st August 1967, 28th September 1967, 24th October 1967 and 5th November 1967 but no hearing could take place on all these dates owing to absence of one of the parties. Finally the parties appeared before me on 11th November 1967 and they filed a compromised settlement (Annexure I) resolving the issue on the following terms and conditions:

- (1) That Shri Jalim Singh shall be paid Rs. 800.00 (Rupees Eight hundred only) in full and final settlement of all his claims against the management of M/s. Daulat Ram Rameshwarlall, Contractors, Nandini Lime Stone Mines of B.S.P.
  - (2) That the amount as agreed to in Clause (1) above shall be paid to Shri Jalim Singh within 2 days.
4. In their petition the parties also prayed that I should make my Award in terms of the above settlement.
5. I find the settlement quite fair and reasonable and I make my Award accordingly.
6. There is no order as to costs.

(Sd.) A. S. GUPTA,  
Assistant Labour Commissioner (Central) and  
Arbitrator, Bilaspur.

#### ANNEXURE I

#### BEFORE THE ASSISTANT LABOUR COMMISSIONER (CENTRAL) BILASPUR (ARBITRATOR)

In the matter of an Industrial Dispute

BETWEEN

The management of M/s Daulat Ram Rameshwar Lall Contractors, Nandini Lime Stone Mines of Bhilai Steel Plant, P.O. Nandini Mines (District Durg) (MP)

AND

Their workmen represented by Shri H. C. Gupta, Secretary, Steel Workers' Union Nandini Mines Branch, P.O. Nandini Mines (district durg) (M.P.)  
*Compromised Settlement*

The subject matter of the dispute was mutually discussed between the parties and they have arrived at the following Settlement:

- (1) That Shri Jalim Singh shall be paid Rs. 800.00 (Rupees Eight hundred only) in full and final settlement of all his claims against the management of M/s. Daulat Ram Rameshwar Lall, Contractors, Nandini Lime Stone Mines of B.S.P.
- (2) That the amount as agreed to in Clause (I) above shall be paid to Shri Jalim Singh within 2 days.

The parties, therefore, pray that Arbitrator may kindly be pleased to make his Award in terms of the above settlement.

(Sd.) O. P. BHUWALKAR,  
Agent

(Sd.) H. C. GUPTA,  
Secretary,

M/s. Daulat Ram Rameshwar Lall, Steel Workers' Union.  
Contractors, Nandini Limestone Mines, P.O. Nandini Mines,  
P.O. Nandini Mines (Distt. Durg). (Distt. Durg).

(Representing Management). (Representing Workmen).

Bilaspur, Accepted  
Dated the 11th November, 1967.

(Sd.) Illegible  
Assistant Labour Commissioner(C).  
Bilaspur (M.P.)

[No. 37/16/66-LRI.]

S.O. 4419.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Kiriburu Iron Ore Mines of the National Mineral Development Corporation Limited and their workmen, which was received by the Central Government on the 30th November, 1967.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)  
AT DHANBAD

In the matter of a reference under Section 10(2) of the Industrial Disputes Act, 1947

REFERENCE No. 245 of 1967

**PARTIES:**

Employers in relation to Kiriburu Iron Ore Mines of the National Mineral Development Corporation Limited.

AND

Their Workmen.

**PRESENT:**

Sri Nandagiri Venkata Rao, Presiding Officer.

**APPEARANCES:**

*For the Employers:* Sri U. Prasad, I.A.S. Senior Administrative Officer.

*For the Workmen:* Sri R. K. Nair, General Secretary, N.M.D.C. Mines Workers' Union, Kiriburu.

STATE: Bihar

INDUSTRY: Iron Ore.

Dhanbad, dated the 22nd November, 1967

**AWARD**

As the employers in relation to Kiriburu Iron Ore Mines of the National Mineral Development Corporation Limited and their workmen represented by the National Mineral Development Corporation Mines Workers' Union Kiriburu, jointly applied to the Central Government under sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 for reference to a Tribunal of an Industrial Disputes which exists between them in respect of the matter set up in the said application and reproduced in the schedule hereto annexed, the Central Government, being satisfied that the said National Mineral Development Corporation Mines Workers' Union, Kiriburu represented the majority of the said workmen, in exercise of the powers conferred by Sub-section (2) of Section 10 of the Industrial Disputes Act, 1947, referred the said dispute for adjudication to this Tribunal by its order F. No. 37/8/67/LRI dated the 24th July, 1967. The schedule is extracted below-

"SCHEDULE

Whether on the enforcement of the Standing Orders, the workmen of Kiriburu Iron Ore Project are still entitled to leave as provided in the National Mineral Development Corporation Leave Rules? If not, to what relief are the workmen entitled?"

2. The workmen were represented by Sri R. K. Nair, General Secretary, N.D.M.C. Mines Workers' Union, Kiriburu and the employers by Sri U. Prasad, I.A.S. Senior Administrative Officer. Both the parties filed their statements of demands. On behalf of the workmen, Ext. W1 to W8 and on behalf of the employers Ext. M1 to M3 are marked. Ext. M1 is the same as Ext. W1 and Ext. M2 is the same as Ext. W2. Both the parties made a statement that there is no witness to examine.

3. The National Mineral Development Corporation Ltd., (hereinafter referred to as the Corporation) was incorporated as a Company in 1958 and from about May, 1959 it has been engaged in the work of exploitation of the iron ore at the Kiriburu Iron Ore Mine. The terms and conditions of service of the employees were governed by such rules, regulations, orders and directions as were from time to time issued by the Corporation. In or about 1962 the Corporation framed leave rules known as "National Mineral Development Corporation Leave Rules, 1962" (hereinafter referred to as N.M.D.C. Leave Rules) applicable to its employees. The N.M.D.C. Leave Rules came into effect in or about May, 1962. But prior to the N.M.D.C. Rules were framed and brought into force the Corporation submitted draft standing orders under Section (3) of the Industrial Employment (Standing Orders) Act, 1946, before the Certifying Officer, Dhanbad in or about 1960. Again sometime in 1964 the Corporation submitted to the same Certifying Officer revised draft Standing Orders. The Certifying Officer, after complying with Section 5 of the Industrial Employment (Standing Orders) Act, 1946, by his order dated 24th December, 1964, certified the draft Standing Orders, after making the necessary modifications therein. Thereafter the Corporation as well as the workmen went in appeal to the Chief Labour Commissioner (Central), the appellate authority, against the order of the Certifying Officer. But the Corporation as well as the workmen withdraw their appeals, and, consequently, the appellate authority confirmed under Section 6(1) of the Industrial Employment (Standing Orders) Act, 1946, the Standing Orders in the form certified by the Certifying Officer, by the order dated 19th December 1966. Thus, the Certified Standing Orders came into effect from 26th

December 1966 under section 7 of the Industrial Employment (Standing Orders) Act, 1946. These facts are not controverted.

4. The case of the workmen is that they were enjoying higher scale of leave, holidays etc. under the N.M.D.C. Leave Rules before the Certified Standing Orders came into force with effect from 26th December 1966 and that, as such, the Corporation was not legally right in curtailing their leave, holidays etc. by enforcing the Certified Standing Orders. The stand taken by the employers is that the Certified Standing Orders became the conditions of employment of the workmen under the Corporation with effect from 26-12-1966, on which date the Certified Standing Orders came into force and that the Certified Standing Orders bound the Corporation as well as its workmen under the law. In support the Corporation has relied upon the decision of the Supreme Court in 1960(1)SCR 348. In short, the workmen want to ignore the Certified Standing Orders and seek benefit under the N.M.D.C. Leave Rules. It is not relevant at this stage to consider whether the N.M.D.C. Leave Rules are more liberal to the workmen than the Certified Standing Orders. When the Certified Standing Orders came into force they superseded the N.M.D.C. Leave Rules to the extent they were contrary to the provisions contained in the Certifying Standing Orders. The workmen, having withdrawn their appeals, are not entitled to question the Certifying Standing Orders, under Section 10 of the Industrial Employment (Standing Orders) Act, 1946. The Standing Orders finally certified under the act shall not, except on agreement between the employer and the workmen, be liable to modification under the expiry of six months from the date of which the Standing Orders or the last modifications thereof came into operation. For the employers as well as workmen if it is necessary to get the Certified Standing Orders modified, provision is made under Sub-section (2) of Section 10. Unless modification is sought as provided for by the law no party to the Certified Standing Orders can dispute them or resort to avoid them. No oral evidence having the effect of adding to or otherwise varying or contradicting the Standing Orders is admissible in any court. In this view I do not find any substance in the contention of the workmen.

5. I, therefore, hold that on the enforcement of the Standing Orders for Kiriburu Iron Ore Project Mine under the control of National Mineral Development Corporation Limited as certified by the Chief Labour Commissioner (Central) (Appellate Authority) by its order dated 19-12-1966. The workmen of Kiriburu Iron Ore Project are no more entitled to leave as provided in the National Mineral Development Corporation Leave Rules and, consequently, they are not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,  
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2)  
AT DHANBAD

A.T. REF. No. 245 OF 1967

The Employers in relation to Kiriburu Iron Ore Mines of the National  
Mineral Development Corporation Ltd.—*Employers*.

*Vs.*

Their Workmen—*Opposite Parties*.

*List of documents admitted in evidence for employers.*

Distinguishing mark or number	Description of document and dated	Date of admission	Whether admitted by consent or on proof.
1	2	3	4
Ext. M1	Copy of the standing orders	30-9-67	By consent
Ext. M2	Copy of the N.M.D.C. Leave Rules, 1962.	Do.	Do.
Ext. M3	Copy of notice under Section 9A of the I.D. Act, 1946 dated 14-11-64.	Do.	Do.

(Sd.) Illegible,  
Presiding Officer,  
Central Government,  
Additional Industrial Tribunal, Dhanbad

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2)  
AT DHANBAD

A.T. REFERENCE No. 245 OF 1967

The Employers in relation to Kiriburu Iron Ore Mines of the National  
Mineral Development Corporation Ltd.--Employers.

Vs.

Their workmen--Opposite Parties.

*List of documents admitted in evidence for workmen.*

Distinguishing mark of number	Description of document & date	Date of admission	Whether admitted by consent or on proof.
1	2	3	4
Exr. W1	Copy of the Standing Orders	30-9-67	By consent
Exr. W2	Copy of the N.M.D.C. Leave Rules, 1962	Do.	Do.
Exr. W3	Copy of memorandum of settlement dated 12-12-66	Do.	Do.
Exr. W4	Copy of letter dated 30-1-67 addressed to the General Manager, K.I.O.M. reg. leave dispute	Do.	Do.
Exr. W5	Copy of the letter dated 17-4-67 of the General Secretary addressed to the Asstt. Labour Commissioner, Dhanbad-II and copy of the General Manager	Do.	Do.
Exr. W6	Copy of Conciliation report dated 22-4-67 reg. leave disp.	Do.	Do.
Exr. W7	Copy of the letter dated 24-7-67 of the General Secretary addressed to the Asstt. Labour Commissioner (C), Dhanbad, and copy endorsed to the General Manager.	Do.	Do.
Exr. W8	Copy of managements' leave circular dated 30-12-61, 31-12-62, 31-12-63, 19-8-65, 7-9-65 and 5-1-67	Do.	Do.

Sd/-, Illegible  
Presiding Officer,  
Central Government  
Additional Industrial Tribunal,  
Dhanbad.

[No. 37/8/67-LRI.]

New Delhi, the 6th December 1967

S.O. 4420.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the National Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Messrs. The Statesman Limited,

Calcutta and New Delhi and their workmen which was received by the Central Government on the 28th November, 1967:—

# NATIONAL INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. NIT-1 OF 1967

## PARTIES :

Employers in relation to the Management of Messrs The Statesman Ltd.,  
Calcutta and New Delhi.

AND

Their workmen.

## PRESENT :

Shri S. K. Sen—Presiding Officer.

## APPEARANCES.

*On behalf of Employers.*—Shri P. P. Ginwalla, Bar-at-Law, with Shri A. Choudhury, Bar-at-Law.

*On behalf of Workmen.*—Shri D. L. Sen Gupta, Advocate for Union Nos 1 & 2. Shri A. P. Chatterjee, Advocate for Union No. 3.

INDUSTRY: Newspaper

## AWARD

By Order No. 8/44/66-LR.IV dated 25th February, 1967 the Central Government referred for adjudication an industrial dispute between the management of Messrs The Statesman Limited, Calcutta and New Delhi and their workmen in respect of the matters specified in the following schedule:

- "1. Bonus for the year 1964 payable in 1965.
2. Bonus for the year 1965 payable in 1966.
3. Dearness allowance.
4. Medical benefits.
5. Leave."

*Issues Nos. 1 and 2— Bonus for the years 1964 and 1965*

2. The financial year of the Statesman corresponds to the calendar year i.e. year ending on 31st December each year. For the year ending 31st December, 1964 the company declared bonus at 14.6 per cent *vide* the bonus notice Ext. F, the allocable surplus for the year being worked out at Rs. 8,92,677 *vide* the computation sheet, Ext. L. Bonus for the year ending 31st December, 1965 was declared at 10.81 percent *vide* the bonus notice, Ext. F1, the allocable surplus for the year being worked out at Rs. 6,99,728 *vide* the computation sheet, Ext. L1. The notice Ext. F, relating to bonus for the year ending 31st December 1964 mentioned that as bonus was being distributed under the provisions of the Payment of Bonus Ordinance 1965, approximately 1200 employees, i.e., lower paid employees would receive a larger bonus than they did in the previous year when the company had its own working rule for calculating bonus and that the remaining employees would receive less than they received in the previous year; but as a special case the company would make an additional *ex-gratia* payment on an *ad hoc* basis to such employees to the extent of the shortfall. It was also mentioned that in the event of any additional sum being found payable to employees as bonus, only such part of the sum would be paid as might exceed the *ex-gratia* payments made. In other words, in case any additional sum was found payable as bonus, adjustments would be made against the *ex-gratia* payments. The notice Ext. F1 relating to bonus for the year ending 31st December, 1965 contained a similar provision as to an *ad hoc ex-gratia* payment, and a similar clause that any additional sum found payable as bonus would be adjusted against *ex-gratia* payment.

3. The employees are represented by 3 unions, namely the Statesman Employees' Union, Calcutta which is the union mainly of the non-clerical staff employed at the Statesman office at Calcutta; the Statesman Clerical Staff Union, Calcutta and the Statesman Employees' Union, New Delhi which is the union of both clerical and non-clerical staff employed at the Statesman office at New Delhi. The unions were not satisfied with the amount of bonus declared by

the company for the year 1964 and 1965 and they pressed their objections in letters addressed to the Manager or the Chief Administrative Officer of the Statesman. The Manager or the Chief Administrative Officer sent replies to these letters refuting the claim to any higher bonus. The matter could not be settled by correspondence and negotiations between the parties or even at the intervention of the Conciliation Officer, and accordingly the question as to the proper quantum of bonus is before the tribunal.

4. The two unions at Calcutta filed one joint written statement and a separate written statement was filed by the union of New Delhi. The unions of Calcutta mentioned that prior to the 1963 bonus was being paid for several years at the rate of  $3\frac{1}{2}$  months' basic pay; that when the Payment of Bonus Ordinance and thereafter the Payment of Bonus Act came into force, the company issued notices stating that only 14.6 percent bonus was payable for the year 1964 and 10.81 percent for the year 1965, but the unions were not satisfied and they claimed 30 percent of the annual earnings as bonus for each of the two years. The unions challenged the computation of the allocable surplus by the company and claimed that various additional items should be added back in computing the profits. Claim as to some of the additional items was made during the hearing after the annual accounts and balance-sheets for the two years had been proved and breakups of various figures furnished by the company. The claims will be considered in due course. The New Delhi union also made more or less the same claim relating to bonus for the two years.

5. The two computations of allocable surplus as made by the company, on the basis of which they declared the percentage of bonus, are Exts. L and L1. The annual accounts and balancesheets for the two years 1964 and 1965 are Ext. B and C. There is reference in these annual accounts to a portion of the cash balance of the company being held in the United Kingdom and in the evidence it has appeared that the company maintains an office in London. It has been urged on behalf of the unions with reference to item 3(e) of the Second Schedule of the Payment of Bonus Act, that the expenditure relating to the London office should be added back in computing the gross profit. Item 3(e) of the Second Schedule mentions "Loss or expenditure relating to any business situated outside India"; this amount is to be added back in computing the gross profit. On behalf of the company however it has been claimed that there is no separate business carried on by the London office, but the London office only serves as the agency of the Statesman Limited in England for collecting news and some advertisements and distributing issues of the Statesman Weekly which are printed in India and sent to the London office for distribution to the subscribers there. According to MW 1, J. F. Dastoor, Chief Accountant of the Statesman, no profit and loss account is drawn up in respect of the London office, but a firm of auditors audits the receipts and expenditure and certifies the correctness of the accounts. It appears from the evidence of MW 1—that the expenses of the London office are consolidated with similar expenses in India, for instance rent paid for the London office is included in the figure for "rents, rates and taxes", and salaries for the staff for the London office are included in the item "salaries, wages and bonus" for the company as a whole. From the Calcutta office, monthly remittances have to be made to meet the expenses of the London office, but the question of loss does not arise as no separate business is being run by the London office. The work done there is used for the purpose of obtaining material for publication of the daily Statesman. In view of the circumstances, I must accept the contention of the management that there is no separate business done at the London office and therefore the expenditure relating to the London office is not to be added back in arriving at the gross profits.

6 Next, the unions have raised objection to deduction of "Gratuity paid and debited directly to Provision". The computation of allocable surplus for 1964, Ext. L, shows that Rs. 2,20,000 has been added back as "provision for pensions and retiring gratuities" and Rs. 2,13,601 has been deducted as gratuity paid and debited directly to provision. The corresponding figures for 1965 (Ext. L1) are Rs. 2,30,000 and Rs. 5,23,954. The item "Provision for pensions and retiring gratuities" appears as one of the items in Schedule 8 of the Annual accounts Ext. B and Ext. C. The expenditure for gratuity paid during the year debited directly to provision is included in the figure for "Sundry provisions", which is the last item of Schedule 7 of Ext. B and Ext. C. It has been explained on behalf of the management that as the retiring gratuities which have to be paid out may vary considerably from year to year, the company has adopted the system of keeping approximately the same amount each year under the head 'Provision for Pensions and Retiring gratuity' and thus building up a reserve from which the actual expenditure on account of pensions and gratuities is

made. The figure for "Sundry provisions", which includes provision for pensions and retiring gratuities and some other provisions, is Rs. 18,42,683 in the accounts of 1964 and Rs. 18,88,729 in the accounts of 1965. This represents the balance after the addition of the provision for pension and retiring gratuities during the year, and the deduction of the gratuities paid out during the year. The objection is mainly to the deduction of the sums of Rs. 2,13,601 and Rs. 5,23,954 in arriving at the gross profit. The management claimed to have made the deductions under Item 6(d) of the Second Schedule of Payment of Bonus Act, viz expenditure or loss debited directly to reserve. On behalf of the unions it has been argued by Sri D. L. Sen Gupta as well as Shri A. P. Chatterjee that the expenditure on account of payment of gratuity was credited not to any reserve but to a provision, namely sundry provisions which includes provision for pensions and retiring gratuities. But in the payment of Bonus Act, strict distinction between reserve and provision is not maintained. Thus it may be pointed out that in the Second schedule item 2(e) reads "provision for any other reserve". It is under this heading namely item 2(c) that the provision for gratuities has been added back. Thus provision for retiring gratuities and pensions is treated as provision for a reserve. Accordingly there is no reason why the expenditure credited directly to that head should not be treated as expenditure debited directly to reserve. I therefore negative the objection relating to the deduction of expenditure on account of gratuity paid and debited direct to the provision for retiring gratuities and pensions. The expenditure is an expenditure that the company makes under its service rules, and there is no reason to disallow the same.

7. It has next been urged on behalf of the unions that ex-gratia payments made by the company in order to off-set the loss which some employees would suffer on account of the application of the Payment of Bonus Act or Ordinance and the bonus paid to employees outside the scope of the Payment of Bonus Act, having come out of the profits should be added back in arriving at the gross profits. This objection relates particularly to the computation for the year ending 31st December, 1965. In the computation for 1964, Ext. L, the whole of the bonus which was paid in 1964 according to the company's own rules for the year 1963 has been added back, this sum being Rs. 10,18,145 less Rs. 3,05,000 kept as provision for bonus in the previous year. The figure shown in Ext. L under the heading "bonus charged to accounts" is Rs. 10,43,145; this figure is made up of three items shown in the break up statement, Ext. N, namely bonus paid to all members of the staff in 1964, Rs. 10,18,145 plus bonus provided for the year Rs. 3,30,000 less provision for bonus in the previous year Rs. 3,05,000. The figure mentioned in Ext. L might be more conveniently broken up into two namely provision for bonus under 2(a) of the Second Schedule, Rs. 3,30,000, and bonus paid to employees in respect of previous accounting year less provision for bonus made in the previous year under item 3(a), Rs. 7,13,145. In the computation for the year 1964 no question arises as to ex-gratia payment having to be added back or payment of bonus to staff outside the scope of the Payment of Bonus Act having to be added back, because the bonus paid to all the staff has been added back, in the computation. In the computation for 1965, Ext. L1, the provision for bonus Rs. 7,00,000 has been added back and bonus paid to employees namely Rs. 8,93,472 has been added back, and the provision for bonus made in the account for 1964 namely Rs. 3,30,000 has been deducted. Ext. M however shows ex-gratia payment to employees in addition to the bonus calculated under the Payment of Bonus Act, Rs. 1,06,021, and bonus to members of the staff outside the scope of the Bonus Act, Rs. 81,230, total Rs. 1,87,271. This amount has not been added back in the computation for 1965, Ext. L1, and it is the contention of Shri D. L. Sen Gupta as well as Shri A. P. Chatterjee appearing for the unions that the amount should be added back in arriving at the gross profit because they were paid out of the gross profit. Shri P. P. Ginnwalla appearing on behalf of the company has urged that the computation for the year 1964 was made under the Payment of Bonus Ordinance and the computation for 1965 under the Payment of Bonus Act, and there is a distinction between the wording of item 3(a) of Second Schedule of the Ordinance and the corresponding wording in the Act. Item 3(a) of the Second Schedule of the Ordinance simply reads "Bonus paid in respect of previous accounting year" whereas item 3(a) of the Second Schedule of the Act reads "Bonus paid to Employees in respect of previous accounting years". The word 'employee' is defined in Section 2 clause 13 of the Payment of Bonus Act, as meaning a person employed on a salary or wage not exceeding 1800/- per mensem in any industry to do any skilled or unskilled, manual, supervisory, managerial, administrative, technical or clerical work, Section 12 of the Act provides that where the salary or wage of an employee exceeds Rs. 750 per mensem the bonus payable to such

employee is to be computed as if his salary was Rs. 750/- per month only. Accordingly, bonus calculated for employees drawing between 750/- and 1600/- has to be calculated on the basis that they are drawing Rs. 750/- only per month and therefore the bonus paid for the part of their salary above Rs. 750/- per month is not bonus within the meaning of Payment of Bonus Act. The charts furnished by the company shows that the ex-gratia payment was made not only to employees drawing between Rs. 750/- and Rs. 1600/- per month, but also to lower paid employees from those drawing Rs. 140/- p.m. as basic pay in 1964 and Rs. 60/- p.m. as basic pay in 1965, to compensate them for the loss they were incurring because of the application of the Payment of Bonus Act. But those payments were, according to Shri Ginwalla, ad hoc ex-gratia payment not coming out of the allocable surplus. Employees drawing above Rs. 1600/- per month are clearly not employees within the meaning of the Act. Accordingly, Shri Ginwalla has contended that there is no scope for adding back the ex-gratia payments which were made to employees so that they might not lose by the application of the Payment of Bonus Act, and similarly there is no scope for adding back the bonus which was paid to employees drawing above Rs. 1600/- per month. In a strict literal sense no doubt the contention of Shri Ginwalla is correct, but I think that the interpretation should not be made on the strict letter of the law but in a wider sense so that the term 'employees' in item 3(a) of the Second schedule of the Payment of Bonus Act should be taken to mean not merely employees as defined in the Payment of Bonus Act but should be interpreted to mean all the members of the staff employed by the company to whom bonus may be paid; otherwise it may be possible for the management to divert a good deal of the profit by paying excessive bonus to the higher paid staff. The company is no doubt entitled to pay bonus to the higher paid staff but this should come out of the 40 percent of the available surplus which is left over after computing the allocable surplus which is divided among the employees within the meaning of the Payment of Bonus Act as bonus. Shri Ginwalla has objected that if the ex-gratia payment paid to the employees is added back and the employees are found entitled to a higher percentage of bonus, they would be receiving that additional bonus in addition to the ex-gratia payment which they have already received and this would be unjust so far as other employees are concerned. But the company itself notified in the bonus notices, Ext. F and F1, that if it was found that any employee was entitled to receive any additional sum as bonus the same would be adjusted against the ex-gratia payment made to him. Such an adjustment must be made when computing the additional sum which may be due to any employee as bonus. I therefore uphold this objection on behalf of the unions and hold that the ex-gratia payment and payment to employees outside the scope of the Payment of Bonus Act should be added back in computing gross profit, but any additional bonus found payable to employees should be adjusted against the ex-gratia payment made to them and only such additional amount should be paid as may exceed the ex-gratia payment made.

8. It has next been urged on behalf of the unions that income tax return and the assessment order by the Income Tax Officer not having been filed by the company, the figures for depreciation in accordance with the provisions of the Income Tax and Development rebate cannot be accepted and that no deduction should therefore be allowed on account of depreciation and development rebate. I do not however find that there is any substance in this contention. According to the evidence, assessment order has been passed in respect of accounts for the year ending 31st December, 1964 but assessment order has not yet been passed for the year ending 31st December, 1965. Moreover, under the Payment of Bonus Act, bonus has to be computed and declared within 8 months from the close of the accounting year under Sec. 19(b) of the Payment of Bonus Act. Generally, no assessment order by the Income Tax office could be had before the expiry of 8 months from the end of the accounting year. Accordingly, it cannot be said that the assessment order of the income tax return is relevant for the purpose of ascertaining the figure for depreciation or development rebate. The company has produced detailed calculations of the depreciation for the years 1964 and 1965 vide Ext. O and O1 and detailed calculation of the development rebate for the years 1964 and 1965 vide Exts P and P1. For 1964 the provision for depreciation in the annual accounts and balance-sheet is Rs. 5,63,950. This figure has been added back as against depreciation deducted in accordance with the provisions of the Income Tax Act, viz. Rs. 5,46,678. There is no reason for disallowing this amount. Similarly in the annual accounts for the year 1964 provision for development rebate reserve is Rs. 25,000; as against that the development rebate as calculated according to the provisions of Income Tax Act comes to Rs. 31,981. The reserve has to be calculated at not less than 75 percent of the development rebate, vide Sec. 33(3)(a) of the Income Tax Act. Accordingly there is no reason to reject the figure for development rebate in the computation statement Ext. L.

Similarly, for the year 1965 as against depreciation shown in the annual accounts Rs. 5,62,044, which has been added back, the depreciation according to the Income Tax Act which has been deducted is Rs. 5,63,129. The figure was arrived at by calculation as shown in Ext. O1 and there is no reason to reject the figure. The development rebate reserve provided in that year is Rs. 65,000. As against that the development rebate has been calculated at Rs. 82,166. The figure must be allowed as correct.

9. The next objection relates to the figure for return on Share capital. Under the Third Schedule, item 1(ii), a return of 8.5 percent is allowable on the paid up equity share capital as at the commencement of the accounting year. The two computation statements Exts. L and L1 show the return on capital at 8.5 percent as Rs. 5,10,850, the total paid up capital being Rs. 60,10,000. It has however been pointed out by Shri Sen Gupta and Shri Chatterjee that 60,000 ordinary shares of Rs. 100/- each were issued as fully paid in pursuance of a contract without payment being received in cash, as mentioned in the annual accounts themselves, and it is only the remaining 100 shares which were paid for in cash. It has therefore been urged that no return should be allowed on 60 lakhs of the share capital. Schedule 1 of the annual accounts show that goodwill acquired by the company was valued at Rs. 45,77,933 but most of this amount has been written off and the present value of the goodwill is shown as Rs. 1,00,000. The witnesses for the management examined before the tribunal have stated that without reference to the original agreement they cannot say against what assets the 60,000 ordinary shares were issued as fully paid. Presumably it was for the acquisition of the goodwill valued at about 45 lakhs and other tangible assets like lands and buildings. Shri Ginnwalla has urged that the Statesman Ltd. acquired the assets of some other papers like the Friend of India and the Englishman, and instead of paying the agreed purchase price in cash, issued fully paid up shares of that value, and the position is the same as if the payment was made in cash and the shares also were paid for in cash. Shri Chatterjee and Shri Sen Gupta has urged that if 45 lakhs out of 60 lakhs worth of assets acquired consisted of goodwill, which is intangible, the shares issued in lieu thereof should not be deemed to be fully paid up. But goodwill is recognised as an asset capable of being valued by businessmen and Chartered Accountants. It is also recognised in law and by judicial decisions, e.g. AIR 1961 SC 1010 (M/s. S. C. Cambatta & Co. Ltd. v Commissioner of Excess Profits Tax, Bombay). The Supreme Court referred to Lord Eldon's observation in an English case that goodwill meant the probability that the old customers would resort to the old place, and Lord Macnaughten's observation in another case that goodwill meant the benefit and advantage of the good name, reputation and connection of a business, which brings in custom: the Supreme Court sent back the case for proper valuation of the goodwill, observing that the Excess Profits Tax tribunal was wrong in valuing the goodwill merely at the value to the business of the leasehold which had been acquired, along with other assets by the subsidiary from the primary company. Accordingly the 60,000 ordinary shares which were issued as fully paid up cannot be regarded as of no value because the greater part of the assets acquired in lieu of the shares consisted of the goodwill of the papers taken over by the Statesman. All along the shares have been treated as fully paid up and dividends are being paid on the same. Accordingly, there is no reason to refuse the return of 8.5 percent on the value of these 60,000 ordinary shares.

10. Shri Sen Gupta has referred to an item of Rs. 20,583 being payment of arrear sales tax included as expenditure for the year ended 31st December 1965 and shown in Schedule 11 of Ext. C. This sum of Rs. 20,582 was paid on account of arrear sales tax relating to previous years which was held payable by a Commercial Tax Officer and had to be paid in 1965. It has been urged that this figure ought to be added back in arriving at the profits because arrear tax relating to a previous year is not to be taken into account in the computation of the gross profit for 1965. It is however difficult to ascertain precisely what amount of sales tax would be payable in respect of transactions of the year 1965: just as arrears of sales tax relating to the previous year had to be paid in 1965, similarly arrears of sales tax of 1965 may have been paid in 1966 or 1967 or may be payable in a future year. Under the Payment of Bonus Act, direct taxes have to be computed on the profits of the year for which the computation is being made. The direct taxes are, income tax, the super profit tax, the company's profit surtax and agricultural income tax and any other tax which the Central Government may declare to be a direct tax. There is nothing to show that sales tax has been declared to be a direct tax within the meaning of Payment of Bonus Act. Accordingly in this respect I negate the contention raised on behalf of the unions.

11. It has been urged on behalf of the unions that the deduction of tax allowed by the Income Tax authority on the bonus paid or payable should be added back

in computing the allocable surplus. It appears however that the company in making calculations for income tax has already deducted the bonus paid before calculating the tax. Thus according to the computation Ext. L for the year 1964 the profits after the deduction of depreciation and development rebate come to Rs. 48,00,794. The company did not calculate the income tax on this sum. Ext. Q shows the computation of the income tax and sur-tax for the accounting year 1964. It shows that the tax was calculated on 38,56,805; the sum of Rs. 10,43,145 added back in Ext. L as provision for bonus or bonus paid for the previous year was not added back in computing the income for the purpose of calculating the income tax, but certain small sums e.g., items usually disallowed by the income tax authorities were added. The same is the case with the computation of income tax for the year 1965. Thus the company has already deducted the rebate which the company would get on account of bonus paid or payable and therefore there can be no question of adding back such rebate in calculating the allocable surplus.

12. The witness, MW 1, for the management has stated that after the assessment order for the accounting year 1964 had been passed, the company moved the Central Board of Direct Taxes through the Indian and Eastern Newspapers Society and succeeded in establishing that the newspaper industry is a manufacturing industry and has to be taxed accordingly, the taxation being on the basis of a manufacturing industry in which the public have no substantial interest i.e., in which the shares are not freely transferable. The rates of tax for such a company for 1964 would be 50 percent for the first 10 lakhs of the income and 60 percent for the balance for the accounting year 1964, and 55 percent for the first 10 lakhs and 60 percent of the balance for the accounting year 1965. The income tax for computing the allocable surplus was computed at a higher rate, namely at 60 percent of the total profit for the accounting year 1964 and at 65 percent of the total profit for the accounting year 1965. Revised calculations of the income tax and surtax were accordingly made, and Exts. R and R1 show the difference in income tax and surtax for the two accounting years. Ext. R shows that for the accounting year 1964 the income tax must be reduced by Rs. 1,43,246 and the surtax increased by Rs. 12,172 so that the net reduction in tax is Rs. 1,31,734. For the accounting year 1965 the income tax must be reduced by Rs. 2,04,469 but the surtax increased by Rs. 70,034; the total reduction in tax is Rs. 1,34,435. The computation of the allocable surplus for the two years must be revised accordingly.

13. On behalf of the unions Shri Ananda Gopal Benerjee a Chartered Accountant deposed as PW 4 and he stated that certain items of expenditure shown in the Profit and Loss account may include expenditure of capital nature, e.g. the item for medical and welfare expenses in Schedule 8 may include provision for a new Bed or a new Surgical instrument which would be expenditure of a capital nature; similarly expenditure on repairs and maintenance of buildings might include expenditure of a capital nature e.g. if the roof of a building was renewed completely. He also stated that regarding interest paid by the company on loans, it would be necessary to obtain information on the point how the capital has been utilised in order to ascertain whether the interest should be charged to revenue of capital. As to the last point, however, I find that the interest on capital borrowed must always be charged to revenue. This was decided by the Bombay High Court in AIR 1959 Bombay, 156 (Calico Dyeing and Printing works v Commissioner of Income Tax, Bombay). The Income Tax Act makes a provision for deduction of the interest paid on borrowed capital in computing the taxable profits Sec. 36(1)(iii) and makes no distinction between a case where the capital borrowed used for acquisition of capital assets and a case where it is used for normal business expenditure. As regards the suggestion that expenditure included in the medical or Welfare expenses, repairs and maintenance of buildings, etc. might include expenditure of capital nature, the witness for the management has denied the suggestion and stated that the expenditure was all of a revenue nature and that this point was also examined by the auditors and that the auditors being satisfied on the point certified that the accounts are correct. In any case there is no evidence that any of these items included expenditure of a capital nature. So the question of deducting any amount on account of supposed capital expenditure does not arise.

14. Shri A. G. Banerjee in his evidence also suggested that an amount of Rs. 7,50,742, shown in the Annual Accounts for 1965, Ext. C, in Schedule 8, under the sub-head "Salaries, wages and bonus as paid in respect of previous years, should be added back in computing the gross profit for 1965. In Schedule 8 of Ext. C, the item is not clearly explained, but the item was explained by M.W. 1, J.F. Dastoor; with reference to the break up given in Ext. M; it represents the bonus paid to employees in 1965 for the previous year, Rs. 8,93,471, plus *ex-gratia* payment to employees, Rs. 1,06,021, plus bonus to members of the staff outside the scope of the Bonus Act, Rs. 81,250, less provision for bonus made in the previous year's accounts Rs. 3,30,000. It is clear from the explanation that there can be no adding back of

the resultant amount of Rs. 7,50,742; Rs. 8,93,471 less Rs. 3,30,000 has already been added back; about the other two items, the Union's claim relating to them has duly been considered and allowed.

15. The net result is that for the accounting year 1964 a correction of the computation of the allocable surplus is required only in respect of admitted lower figures for taxes. After making this correction the allocable surplus comes to Rs. 9,71,931 which works out at 15.87 percent as against 14.6 percent declared. For the accounting year 1965 the corrections required are, firstly adding the amount of *ex-gratia* payments and bonus paid to staff members outside the scope of the Act and secondly, in respect of figures for income tax surtax. According to the revised computation the allocable surplus comes to Rs. 8,92,751 which works out at 13.8 percent instead of 10.81 percent bonus declared by the company. The computations are annexed below. The difference in bonus will now be paid to the employees by the company and in respect of employees to whom *ex-gratia* payment has been made the extra amount payable should be adjusted against the *ex-gratia* payment.

#### COMPUTATION OF ALLOCABLE SURPLUS FOR THE YEAR ENDED 31-12-1964

	Rs.	Rs.
1. Net Profit as per Profit and Loss account (Before deduction of Provision for Taxes & Dev. Rebate)		37,63,740
2. <i>Add back</i> provision for :		
(a) Bonus to employees	3,30,000	
(b) Depreciation	6,63,950	
(c) Direct Taxes	..	
(d) Development Rebate Reserve	..	
(e) Pension & Retiring gratuity	2,20,000	
3. (a) Bonus paid to employees in respect of previous accounting year less provision for previous year 10,18,145-3,05,000	7,13,145	
(b) Donations in excess of the amount admissible for Income Tax	2,225	18,29,320
		55,93,060
6. (d) <i>Deduct</i> expenditure debited directly to reserves :		
gratuity paid and debited direct to Provision	..	2,13,601
		53,79,459
<b>Gross Profit</b>		
<i>Prior Charges :</i>		
Depreciation	5,46,678	
Development Rebate	31,937	5,78,665
		48,00,794
Income Tax ( <i>Vide</i> Ext. R.)	22,37,398	25,31,698
Surtax ( <i>Vide</i> Ext. R.)	2,94,300	
Return on Paid up Capital @ 8.5%	5,10,850	22,69,096
Return on Reserve @ 6%	1,39,377	6,50,227
Available Surplus		16,18,869
Allocable Surplus at 60%		9,71,321
Bonus calculated on gross salaries/wages, Rs. 61,21,787 ( <i>Vide</i> Ext. H4)		15.87%

## COMPUTATION OF ALLOCABLE SURPLUS FOR THE YEAR ENDED 31-12-1965

	Rs.	Rs.
1. Net profit as per Profit and Loss Account (before deduction of provision for taxes)		28,67,107
2. Add back provision for :		
(a) Bonus to employees	7,00,000	
(b) Depreciation	5,62,044	
(c) Development Rebate Reserve	65,000	
(d) Pension and Retiring gratuity	2,30,000	
3. Add back :		
(a) Bonus paid to employees less provision of previous year 8,93,472—3,30,000	5,63,472	
(b) Ex-gratia payment and Bonus outside the scope of the Act	1,87,271	
(c) Donation in excess of the amount admissible for Income-tax	2,300	23,10,087
		51,77,194

*Deduct*

6(d) Expenditure debited direct to a Reserve Gratuity paid and debited direct to Provision		5,23,954
	Gross Profit	46,53,240

*Prior charges*

Depreciation	5,63,129	
Development Rebate	82,166	6,45,295
		40,07,945
Income tax ( <i>vide</i> Ext. R1.)	17,40,531	
Surtax ( <i>vide</i> Ext. R1.)	1,18,034	18,58,565
		21,49,380
Return on paid up Capital @ 8.5 %	5,10,850	
Return on Reserve at 6%	1,50,611	6,61,461
Available Surplus		14,87,919
Allocable surplus (60% of available surplus)		8,82,951
Bonus (calculated on gross salaries/wages) Rs. 6,474,095 ( <i>Vide</i> Ext. I)		13.8%

*Issue No. 3—Dearness allowance*

16. Before setting out the claim made by the unions it will be convenient to set out the existing scheme of dearness allowance and enhanced dearness allowance and interim relief now followed by the Statesman Ltd. The rates of basic dearness allowance are set out in Ext. G and are as follows:—

Upto Rs. 100	.. 80 per cent subject to a minimum of Rs. 37.
101—110	.. Rs. 80
111—120	.. Rs. 83
121—130	.. Rs. 87
131—140	.. Rs. 91
141—250	.. 65 per cent.
251—326	.. Rs. 163
327—400	.. Rs. 50 per cent.
401—500	.. Rs. 200
501 and above	.. 40 per cent.

This rate of dearness allowance was in force from 1952. In 1958 there was a settlement with the unions about a scheme of enhanced dearness allowance *vide* Ext. G1, dated 12th March 1958. By this agreement the existing rate of dearness allowance was deemed to be based on the cost of living index for the 6 months

immediately prior to January, 1952 and this average was deemed to be 384.25 on the basis of 1939=100. It was agreed that for every 10 point rise in the cost of living, above 384.25 there would be 2½ per cent enhanced dearness allowance calculated on the basis dearness allowance subject to a minimum of Rs. 2.50 for each 10 point rise. It was agreed that adjustments would be made 6 monthly on the average index of cost of living, for the previous 6 months. In 1961-62 this scheme of enhanced dearness allowance was slightly altered; the datum line i.e. cost of living index at which the basis dearness allowance was deemed to be fixed, was lowered from 384.25 to 374.25 and enhanced dearness allowance became chargeable on the difference above 374.25. Ext. A and A1 are agreements made in 1961 on this point with the two unions in Calcutta and Ext. A2 is a copy of the agreement made with the union in Delhi on the same lines in January, 1962. Next in April or May, 1964 there were agreements, Exts. A3, A4 and A5 by which the management agreed to the payment of an interim relief calculated at 10 percent of the basic salary plus basic D.A. subject to a minimum of Rs. 15 and a maximum of Rs. 30 per month. This interim relief was made payable from 1st January 1964 and from a month earlier in certain special cases. In May 1965 the management agreed to give a Canteen allowance at 50 nP. per head for each working day *vide* the agreements Exts. A6 and A7. At the time of the hearing the enhanced dearness allowance was being calculated with reference to the Index of 595 which is 220 above the agreed revised datum line. Therefore the workmen were receiving 55 percent of the basic dearness allowance as enhanced D.A. subject to a minimum of Rs. 55 in addition to the interim relief and the canteen allowance. The company also has a system of December payment consisting of 5 percent of the basic pay for the year, plus 12 days' pay and dearness allowance; the 5 per cent of basic pay for the year is treated as deferred accumulated dearness allowance, *vide* the award of the 6th Industrial Tribunal published in the Calcutta Gazette of August 21, 1952; and the twelve days' pay and D.A. is supposed to be in lieu of gazetted holidays, not enjoyed by the employees. Thus an additional 5 per cent of the basic pay may be deemed to be paid as dearness allowance. The scales of basic pay received a slight upward revision in 1961 *vide* the agreements Exts. A, A1 and A2. Some of the revised scales are as follows:—

Clerks C grade	.. 80—4—88—5—113—7—148—10—178
Clerks B grade	.. 120—7—155—10—203
Clerks A grade	.. 170—10—280
Stenographers	.. 120—7—155—10—275—5—280
Peons	.. 37—60

The revised scales for the employees in the Rotary department and workshop department are also mentioned in annexures to Ext. A, A1 and A2.

17. The two unions of Calcutta stated in their written statement that the Statesman Ltd. adopted the Bengal Chamber of Commerce scale of dearness allowance initially, but that in 1952 the company stopped giving increment in the scale of dearness allowance according to the Bengal Chamber of Commerce scheme, saying that the finances of the company did not permit of giving dearness allowance at such a liberal scale and therefore the dearness allowance remained stationary from 1952 until the scheme of enhanced dearness allowance came into force with effect from 1st January, 1958. These unions claimed that the company had enough financial ability to pay dearness allowance at the Bengal Chamber of Commerce scale, and claimed that some other firms situated in the neighbourhood of the Statesman office were paying dearness allowance under the Bengal Chamber of Commerce scheme. Accordingly, these unions claimed dearness allowance at that rate. The union of New Delhi Employees also referred to the Bengal Chamber of Commerce scheme, but also stated that comparable concerns like the Times of India were paying dearness allowance at a higher rate, and at the time of argument Shri A. P. Chatterjee appearing for the New Delhi union stated that his union would be satisfied if the dearness allowance scheme of the Times of India be adopted for the Statesman office. The management denied that dearness allowance was ever paid at the Bengal Chamber of Commerce scale. According to the management, dearness allowance was being given from 1941 on a fixed slab system which was revised from time to time, the slabs remaining the same between 1952 and 1958. Towards the end of 1957 claim for more dearness allowance was made, and before the Conciliation Officer a settlement was made between the Company and the clerical staff represented by the Statesman Clerical Staff union on 12th March 1958, by which the claim for enhanced dearness allowance was adopted. Between July and December 1961 the issue of dearness allowance and other issues again were agitated between the parties, and ultimately the company made 3 agreements with the 3 unions slightly revising the scheme of

enhanced dearness allowance. Thereafter before any recommendation was made by the Central Wage Board for Working Journalists and Non-journalists, the company adopted the scheme of interim relief with effect from 1st January 1964 or 1st December, 1963. The management stated that it was unable to pay dearness allowance according to the Bengal Chamber of Commerce scheme and that such a scheme was unjustified on merits and in-operative in law.

18. In the written statement the management did not explain why the claim was inoperative in law. At the hearing it was pointed out that in each of the 3 agreements regarding the modification of the enhanced dearness allowance scheme, namely Ext. A, dated 15th July 1961 with the Clerical Staff Union, Calcutta, Ext. A1, dated 29th December 1961 with the Statesman Employees Union, Calcutta and Ext. A2, dated 23rd January 1962 with the Statesman Employees Union, New Delhi, it was agreed that the terms and conditions of settlement would be binding on the parties and would remain in force from 1st July 1961 to 31st December, 1966, and it would continue to remain operative thereafter so long as either party did not give notice in writing to the other party intimating the intention to terminate the terms and conditions of the settlement. But even before the period agreed by the 3 agreements expired i.e., even before 31st December, 1966, the unions raised the dispute as regards dearness allowance and other matters along with their dispute relating to bonus. PW1 Sailendra Nath Banerjee stated that the dispute raised by the union regarding dearness allowance, medical benefits and leave went to the Conciliation Officer, that the management's representative also appeared before the Conciliation Officer but there was no settlement before him. From the written statement of the Calcutta union it appears that the question as to bonus, dearness Government of West Bengal by order of the West Bengal Government dated 9th allowance, medical benefits and leave were first referred to 5th Industrial Tribunal, September, 1966. Thereafter that reference was withdrawn and the present reference was made by the Central Government on the same issues by their order dated 25th February, 1967. It is clear, therefore, that in spite of the agreements, the dispute as to dearness allowance was raised about the middle of 1966 although the existing agreements were to last until 31st December, 1966. It has, therefore, been urged that the claim in respect of dearness allowance is inoperative in law. Section 18(2) of the Industrial Disputes Act provides that a settlement shall be binding for such period as is agreed upon by the parties and shall continue to be binding after the expiry of the period aforesaid until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties. Shri Sen Gupta appearing on behalf of the Calcutta Unions has urged that Section 18(2) has no application because the agreements, Ext. A, A1 and A2 were not settlements within the meaning of the Industrial Disputes Act. It appears from each of these memorandums of settlement, Exts. A, A1 and A2, that the settlements were made in accordance with Section 18(1) of the Industrial Disputes Act, i.e., not in the course of the conciliation proceedings but direct between the parties. Though Section 18(1) provides that a settlement arrived at by agreement between employers and the workmen otherwise than in the course of conciliation proceedings shall be binding on the parties to the agreement, Shri Sen Gupta has referred to the definition of the terms 'settlement' in clause (p) of Section 2 of the Act, which provides that 'settlement' means a settlement arrived at in the course of conciliation proceedings and includes a written agreement between the employers and the workmen arrived at otherwise than in the course of conciliation proceedings where the agreement has been signed by the parties in the manner prescribed and a copy thereof has been sent to the appropriate Government and the Conciliation Officer. Shri Sen Gupta has further referred to Rule 58(4) of Central Rules which provides that where a settlement is arrived between an employer and his workmen otherwise than in the course of conciliation proceedings, the parties to the settlement shall jointly send a copy thereof to the Central Government, Chief Labour Commissioner, Central, New Delhi and the Regional Commissioner, Central and to the A.L.C., Central, concerned. There is a corresponding rule in the Rules under the Act made by the West Bengal Government. Shri Sen Gupta has urged that these agreements, Exts. A, A1 and A2 were not jointly sent by the parties to Government or to the Labour Commissioner and therefore these agreements are not settlements within the meaning of the Industrial Disputes Act. Shri Ginwalla has urged that the Act itself merely requires that a copy of the agreement made should be sent to the appropriate Government and the Conciliation Officer, and it is not required that the copy thereof should be sent jointly by the parties, and that even if copies of the agreement were not sent jointly by the parties that would not stand in the way of the agreement being a settlement within the meaning of the Industrial Disputes Act, if copies of the agreement were sent by the management to the appropriate Government and the Conciliation Officer. The question whether management had sent copies of these three agreements to the appropriate government and the Labour Commissioner concerned not having been raised in the

written statement of the unions and not having been raised also during the examination of witnesses, the management did not have the opportunity of proving that they sent copies of the 3 agreements to the Government and the Labour Commissioner as required by the Act. Shri Ginwalla showed some office copies of letters from the file of the management showing that copies of these agreements were in fact sent to the appropriate Government and the Labour Commissioner concerned. Shri Ginwalla has also urged that the unions not having taken the objection that copies of the agreements were not sent to the appropriate authorities cannot be allowed to argue that copies were not sent to the appropriate authorities. There being no evidence to the contrary, I may presume that copies were in fact sent by the management to the appropriate authorities concerned and therefore the agreements are settlements within the meaning of the Act, and it is not material that the copies of the agreements were not jointly sent by the two parties to the appropriate authorities. It has however been urged by Shri Sen Gupta that submitting the demands relating to a better scale of dearness allowance itself amounted to giving notice of intention to terminate the settlement. In this connection Shri Sen Gupta has referred to 1962 I LLJ 661 (Workmen of Western India Match Co., v. Western India Match Company). In that case without giving formal notice under Sec. 19(2) of the Industrial Disputes Act terminating the settlement, the workmen presented a charter of demands in respect of scales of pay and dearness allowance about which there had been consent award passed on agreement between the parties. Subsequently the parties agreed to get the dispute relating to scales of pay and dearness allowance referred for adjudication. The Supreme Court held that in the circumstances the absence of a formal notice under Section 19(2) of the Act terminating the settlement was immaterial. Thus the Supreme Court did not say that mere submission of a charter of demands amounted to giving notice of termination of the settlement, but relied on the subsequent conduct of the Management in agreeing to a reference to adjudication. In the present case also the management did not object to the reference for adjudication of the issue relating to dearness allowance along with the issues for bonus and leave rules and medical benefits. Shri Sen Gupta has urged that in the circumstances it should be held that the company waived the want of formal notice terminating the agreements. In 1962 I LLJ 85, Workmen of Continental Commercial Co. Ltd. v. Management, the Calcutta High Court held that while Section 19(2) requires an express representation in writing terminating an agreement and a submission of a charter of demands is not enough, a notice under Section 19(2) could be waived by the party to whom the notice was to be sent; and where the company took part in Conciliation proceedings on the charter of demands and never raised the objection before the Conciliation Officer that the old settlement was still in force, the company must be taken to have waived the notice. I must agree that in the present case also the company does not appear to have raised the objection before the Conciliation Officer that the claim as to a better scale of dearness allowance was not maintainable because of the agreements, and therefore the want of express notice terminating the agreement must be deemed to have been waived.

19 In support of the claim that the Bengal Chamber of Commerce scheme of dearness allowance should be adopted, the two Calcutta Unions stated expressly in paragraph 27 and 28 that the scheme had been adopted by the company from 1946 and was in force until 1952 when the company represented that it was not able to pay dearness allowance under that scheme. But the unions have not produced any satisfactory evidence to show that the Bengal Chamber of Commerce scale of dearness allowance was ever adopted by the company. The rate of basic D.A. set out previously was in force in the Statesman office between 1952 to 1958. In 1952 the dearness allowance upto Rs. 100 was 80 per cent which under the Bengal Chamber of Commerce scheme would be payable when the cost of living index stood at 340. But towards the end of 1951 and beginning of 1952 the cost of living index was substantially higher than 340. The average of the cost of living index during the last 6 months of 1951 was 384 as stated in Ext. G1, the memorandum of settlement dated 12th March 1968. On behalf of the unions, PW1, Sailendra Nath Banerjee gave evidence that the Bengal Chamber of Commerce scheme was followed by the company only until February 1949. It appears that the witness chose a date when the cost of living index would fit in with 80 percent dearness allowance on fist 100 payable in accordance with the Bengal Chamber of Commerce scheme. The change from 1952 to 1949 shows that the Unions are not sure of the position. Further, there is a finding in a judgment of the Labour Appellate Tribunal that the Statesman Ltd. had never adopted the Bengal Chamber of Commerce scheme. Various issues concerning the Statesman employees relating to scales of pay, dearness allowance, leave, medical expenses, etc. were referred by the Government of West Bengal to the 6th Industrial Tribunal, West Bengal for decision. A section of the employees entered into an agreed settlement with the company and an award was made relating to the remaining employees who continued the contest. That award was published on 2nd August 1952. There was an

appeal to the Labour Appellate Tribunal by the Press Employees Association, Calcutta. The judgment of the Labour Appellate Tribunal is reported in 1953 Labour Appeal cases, page 601. At page 605 in paragraph 5 of the judgment the Labour Appellate Tribunal observed as follows:—

“Although the company is a member of the Bengal Chamber of Commerce it has never adopted the scales of dearness allowance recommended by that body. That body made the recommendation to its member firms for voluntary acceptance. Simply because the company is a member of the Bengal Chamber of Commerce workmen cannot claim as a matter of right or as a matter of course those scales”.

The L.A.T. thereafter recited the existing scales of dearness allowance of the company. It appears that at that time the minimum dearness allowance for a member of the subordinate staff was Rs. 33. By the agreement between the company and a section of the employees referred to before this minimum was increased to Rs. 37 and the Presiding Officer of the 6th Industrial Tribunal, West Bengal gave effect to the agreed minimum dearness allowance in respect of the employees who carried on the contest, but otherwise did not change the scales of dearness allowance than in force. The Labour Appellate Tribunal refused to interfere with the decision of the Presiding Officer of the 6th Industrial Tribunal. I must accordingly find that the company did not ever pay dearness allowance according to the Bengal Chamber of Commerce scheme but had its own system of dearness allowance.

20. On behalf of the management it has been urged by Shri Ginwalla that the finances of the Statesman Limited are not such as would enable it to bear the burden of dearness allowance according to the Bengal Chamber of Commerce scheme. The scheme according to the company's written statement would involve the payment of an additional sum of about Rs. 52,000 per month for the Calcutta office only and Rs. 24,000 per month for the Delhi office. In other words extra expenditure would come to about 9 lakhs per year. PW2—T.M. Nagarajan stated that the Central Wage Board for Working Journalists has classed the Statesman as Class A paper. The first Central Wage Board for Working Journalists put 4 papers in India in class A, namely the Times of India, The Statesman, The Hindu and the Hindustan Standard; and the Second Wage Board placed only two papers in class A namely, The Times of India and the Statesman, the classification being made according to the total revenue earned by the company. PW2 claimed that the Statesman must be able to pay the same rate of dearness allowance as is paid by the Times of India, even if the management cannot afford to pay under the Bengal Chamber of Commerce scheme. The management gave evidence of extra expenditure that they would have to shoulder for various reasons. Thus, from the evidence of MW 1—J. F. Dasloor it appears that the Statesman will have to incur an estimated additional expenditure of 19 lakhs per year as the result of devaluation of the Indian currency in making payments for Newsprint and in paying foreign correspondents, etc. The witness also stated that when the recommendation of the Central Wage Board for Working Journalists and non-Journalists is implemented an additional expenditure of 18 lakhs per year would be required in the beginning and this would increase in subsequent years as increments under the scales are earned. We are however concerned with the position before the recommendations of the Central Wage Board for Working Journalists and non-Journalists are implemented, because when those scales are implemented naturally the extra dearness allowance if any which may be awarded by the Tribunal would cease to have effect, as the scales of pay and rates of scales of dearness allowance recommended by the Central Wage Board would become operative. But it cannot be overlooked that on account of devaluation even though the Government have granted certain concessions in the matter of import duty of newsprint, the Statesman Ltd. like other newspapers companies will have to incur a lot of extra expenditure. The Statesman does not really have a large surplus of profits. In calculating the bonus, it has been found that the profits are not sufficient for award of the maximum scale of bonus. I must therefore clearly hold that the dearness allowance scheme of the Bengal Chamber of Commerce cannot be made operative in the case of the employees of the Statesman. As regards Times of India scale, the same appears from the Booklet containing the terms and conditions of service of employment of Messrs Benett Colman and Co. Ltd., Ext. 4. The Times of India has offices at Bombay and Delhi and the scale of

dearness allowance as at Bombay and Delhi is given at page 25 of the Booklet. The following extract is taken from the scale:—

Basic Pay	D.A. at Index No. 491 to 500	Variations of over 10 points over 500
	Rs. 90 Minimum	Rs. 2 Minimum
1—99	96 percent	2 to 5 percent
100—150	94 percent	2 to 5 percent
151—200	83 percent	2 percent
201—500	81 percent	2 percent

PW2—T. M. Nagarajan in comparing the scales of the Statesman Ltd. and the Times of India stated that a peon employed in the Statesman office drawing Rs. 40 as basic pay would get Rs. 37 as basic dearness allowance, Rs. 55 as enhanced dearness allowance and interim allowance of Rs. 15 i.e. Rs. 107 in addition to his basic pay, whereas a peon in Times of India office drawing a basic pay of Rs. 40 would get as dearness allowance Rs. 132 there being no interim relief in the Times of India office. He also stated that in the Statesman office an employee with basic pay of Rs. 110 would get Rs. 80 as basic D.A., and enhanced D.A. of Rs. 44 making a total remuneration of Rs. 234 whereas in the Times of India office such an employee would get D.A. at 123 percent making a total remuneration of Rs. 245.30. It should be pointed out that an employee with a basic pay of Rs. 110 in the Statesman office would get enhanced D.A. of Rs. 55 and not Rs. 44 as stated by the witness and further he would get an interim relief of Rs. 19 so that his total remuneration comes to Rs. 264. He would therefore be better off than the employee in the Times of India office. The peon in addition to the remuneration mentioned would get Rs. 13 as canteen allowance provided he works for the whole month. Thus his total remuneration also would not be much lower than that of the peon in the Times of India office. Further, another 5 percent of the basic pay included in the December payments should be added in totalling the remuneration of the Statesman employees; the Times of India has no system of December payments. Moreover, the dearness allowance mentioned by the witness for the Times of India employee is for the Bombay scale of dearness allowance. Ext. 4, the Booklet of Benett Coal man & Co. Ltd. specifies that the rate of dearness allowance at Calcutta would be lower by 3 slabs from that at Bombay and Delhi, and that minimum D.A. would also be Rs. 10 less than at Bombay and Delhi. Further, when the witness was speaking of D.A. of Rs. 132 for a peon, he must have been calculating the D.A. with reference to a cost of living index of 710, because only for 210 points rise above 500, the minimum dearness allowance would be increased from Rs. 90 to Rs. 132, whereas for the Calcutta employees we are calculating the dearness allowance for the cost of living index of 595 to 600. It is only for people drawing above Rs. 200 as basic pay that the Times of India scale of dearness allowance is more favourable than the Statesman scale. I do not however think it necessary that the Times of India scale should be adopted for the relief of employees drawing over Rs. 200 as basic pay. The existing scale of dearness allowance in the Statesman office should in my opinion continue until the same is replaced by the scales of pay and dearness allowance recommended by the Central Wage Board.

#### Issue No. 4—Medical Benefits

21. At present in the Statesman office a doctor attends the office for half an hour in the morning and half an hour in the afternoon and is available for consultation by the members of the staff at the office. There is a limited stock of medicines at the Statesman office which is given as required, and on the prescription of the company's doctor medicines are supplied from Messrs Frank Ross & Co. at Calcutta and from Messrs Sahib Singh at Delhi, the bills being paid by the company. The company's doctor however does not visit any employee at his house. The unions in their written statement prayed that the workman should be given medical relief both for himself and his family and be reimbursed doctor's fees and cost of necessary medicines, injections, etc. and expenses for testing eye and for glasses and that in the alternative Rs. 250 in cash per head per year should be given to each employee as medical allowance. P.W. 2—T. M. Nagarajan stated that the Hindustan Standard of Calcutta pays a cash allowance of Rs. 75 per year to each employee as medical allowance. In the course of hearing evidence was led that the United Commercial Bank has been giving medical relief at the rate of Rs. 125 per year to its employees at Delhi *vide* the evidence of P.W. 3—Chunilal Banerjee, a Lino Operator of Statesman at Delhi office. The company in its

written statement stated that only for the Calcutta office, it paid Employees State Insurance contribution for 1965 amounting to Rs. 36,296, and about 9,500 towards the cost of prescriptions served to the employees by Messrs Frank Ross & Co. during that year and also Rs. 6,000 for cost of medicines supplied free from the company's office dispensary and Rs. 18,136 as pay of the doctor, and compounder, the total expenditure of the Calcutta office therefore worked out at about Rs. 70,000 for 1965 and the corresponding cost at Delhi office was Rs. 31,000. The company thus spent about a lakh for the medical relief of the employees and according to the management, the company is not in a position to incur any higher expenditure. As regards the suggestion of cash medical allowance, Shri Ginwalla has urged with some force that it would defeat its purpose, because the employees would treat the cash medical allowance as an addition to pay i.e., they would not put aside the allowance for meeting their medical expenses. I agree that a system of cash allowance is not altogether satisfactory and it would be better if it were possible to adopt for the clerical and subordinate staff a system of medical relief corresponding to that provided by the Employees' State Insurance Act authorities to the workshop employees. Shri Ginwalla has also brought out the fact that Times of India office also provides the same kind of medical relief as the Statesman office, namely they have a company's doctor at the office available for about an hour every day and they supply the medicines prescribed by the doctor free to the employees. On the other hand, the employees have made a grievance of the fact that the doctor is not available at their home either for themselves or their family members at home. It is no doubt true that previously the system has been that a man has to meet the medical expenses of himself and his family out of his salary; but more and more the employers have been taking up a portion of the burden of medical treatment of the employees and their families. Many companies are providing such medical treatment for their employees and their families, and Government has also started doing so by way of making a cash reimbursement for medical expenses incurred according to certain rules. The medical expenditure at present incurred by the company including the E.S.I. contribution comes to only about Rs. 35 or Rs. 40 per head per year. In my opinion, the Statesman Ltd. should contribute towards the medical expenses of each employee a sum of Rs. 75 per year instead of paying out the sum as a fixed cash allowance, the company should reimburse employees for the cost of medical treatment of themselves and their immediate families on bills certified by a registered medical practitioner, to the limit of Rs. 75 per year. The bills may include the fees of doctors and cost of medicines and injections, but not the cost of eye-glasses or dentures. If an employee does not have to incur medical expenditure upto Rs. 75 in any year the balance will remain at his credit so that he may draw the same in any future year. Apart from any legal requirements for a doctor for workshop staff the services of a doctor at the company's office may be withdrawn when the system of such reimbursement of medical expenses is introduced and the system of free supply of medicines may also be withdrawn.

#### *Issue No. 5—Leave*

22. The company's leave rules for the staff, clerical and subordinate, are contained in the letter, Ext. E, addressed to the President, Statesman Employees Union, Calcutta by the Manager and Director of the Statesman on 13th March, 1950. The leave rules are as follows:—

#### **Clerical and workshop staff**

- (1) Privilege leave 14 days per year which may be accumulated for 2 years i.e. upto 28 days.
- (2) Casual leave 10 days per year.
- (3) 14 days medical leave with pay per year.

#### **Subordinate staff**

- (1) General leave 2 days with pay for each completed month of service.
- (2) Medical leave 1 day with pay for each completed month of service.

- (3) Leave without pay 2 days for each completed month of duty (The provision for leave without pay for subordinate staff was made as peons from up-country wanted to stay at home for a longer period than the leave earned by them).

23. According to the unions the leave rules are very stringent and they have claimed more liberal rules, namely 30 days' privilege leave with pay per year which may be accumulated for 3 years i.e. upto 90 days. Casual leave with pay for 12 days in a year and sick leave with full pay for one month in a year and further sick leave on half pay without limit until recovery. At the hearing P.W. 1—Sailen Banerjee for the unions made a grievance of the fact that Officers of the Statesman Ltd. are enjoying a more liberal leave, being entitled to 21 days as against 14 days earned leave granted to the clerical and subordinate staff. The unions have asked for the same leave rules as enjoyed by the Times of India staff. The leave rules of the Times of India staff appear in Ext. 4, the booklet setting out the service conditions of Bennett Coleman & Co. Ltd. Ext. 4 shows the following leave rules for Officers:—Privilege leave 30 days; Casual leave 10 days, sick leave 1 day for every 10 days' work upto a maximum of 30 days, sectional and general holidays 10 days. For clerical staff—Privilege leave varies with the length of service, being 20 days for men with upto 5 years service; 25 days for men who have put in over 5 but less than 10 years service and 30 days for men who have put in over 10 years' service. Casual leave is same namely 10 days per year and sick leave varies from 24 to 30 days according to the length of service; Sectional and general holidays 10 days in a year. Shri Ginwalla has pointed out that before the 6th Industrial Tribunal in 1951-52 the employees claimed one month's privilege leave and 15 days sick leave with pay but the Presiding Judge considered the existing leave rules sufficiently liberal and refused to interfere with the same. Having considered the question carefully, I do not think that it is necessary to make any change so far as the rules as to casual and sick leave are concerned. But so far as privilege or earned leave is concerned, I think that the employees may enjoy the same privilege leave as the officers, namely 21 days per year, accumulable for 2 years or upto 42 days.

24. My Award therefore is as follows:—

- (i) *Issues 1 & 2—Bonus for the years 1964 and 1965:*

Bonus be paid for the year 1964 at 15.87 percent and for the year 1965 at 13.8 percent. In paying the additional bonus due to employees adjustments shall be made against ex-gratia payments where made, and payment made of the excess if any of the additional bonus due over the ex-gratia payment made.

- (ii) *Issue No. 3—Dearness allowance:*

The claim for increased dearness allowance is rejected.

- (iii) *Issue No. 4—Medical Benefit:*

In lieu of existing benefits the employees other than the workshop staff governed by the E.S.I. Act shall be reimbursed for medical expenses incurred for themselves and their immediate families, to the limit of Rs. 75 per year on the basis of bills certified by registered medical practitioners. Any amount not required to be drawn as reimbursement by an employee will remain at his credit, to be drawn as required in a future year. In respect of employees governed by the E.S.I. Act existing rules will continue.

- (iv) *Issue No. 5—Leave:*

Privilege leave for the employees is increased to 21 days per year accumulable for two years or 42 days. In other respects the leave rules will remain as they are.

25. The award as to medical benefits and leave rules shall come into force with effect from 1st January, 1968. The additional bonus shall be calculated and paid within one month of the publication of the award.

No order is made as to costs.

Dated the 20th November, 1967.

(Sd.) S. K. SEN.  
Presiding Officer.  
[No. 8/44/66/LRIV.]

**S.O. 4421.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the Industrial Dispute between the Employers in relation to Messrs Shri Mankeshwar Mechanical Works, Bombay and their workmen, which was received by the Central Government on November 24th, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY..**

REFERENCE No. CGIT-27 of 1966

**PARTIES:**

Employers in relation to Shri Mankeshwar Mechanical Works, Bombay

**AND**

Their workmen

**PRESENT:**

Shri A. T. Zambre—*Presiding Officer.*

**APPEARANCES:**

*For the employers.*—Shri K. R. Tripathi.

*For the workmen.*—Shri R. A. Pandit Assistant Secretary, Transport and Dock Workers' Union, Bombay.

**STATE:** Maharashtra

**INDUSTRY:** Major Ports.

*Dated at Bombay this the 21st day of November 1967*

### **AWARD PART II**

The Central Government, Ministry of Labour and Employment by Order No. 28(5)/66-LRIV dated 27th April 1966 referred to this tribunal the industrial dispute between the employers in relation to Messrs Shri Mankeshwar Mechanical Works, Bombay and their workmen represented by the Transport and Dock Workers' Union, Bombay, in respect of the matters specified in the schedule to the said order:—

### **SCHEDULE**

“Whether the termination of services of (i) Shri Ramdwar Bhulal (ii) Shri Bansraj Hariprasad (iii) Shri Bhagwan Bhoja (iv) Shri Vithobha Sandipan (v) Jethashanker Hariharnath Pandey (by Messrs. Shri Mankeshwar Mechanical Works, Bombay, was justified? If not to which relief are they entitled?”

2. Out of the five workmen mentioned in the schedule the dispute in respect of the first four *viz.*, (i) Shri Ramdwar Bhulal (ii) Shri Bansraj Hariprasad (iii) Shri Bhagwan Bhoja and (iv) Shri Vithobha Sandipan was settled amicably and my learned predecessor Shri Salim M. Merchant had disposed of the same by his Award Part I dated 21st July 1967 and had adourned the dispute with regard to the fifth workman under reference *viz.*, Shri Jethashanker Hariharnath Pandey.

3. The parties have now settled the dispute regarding the fifth workman also amicably and have submitted a joint memorandum of settlement dated 14-11-1967 marked annexure “A”. By the arrangement between the parties the workman has been taken back in service with effect from February 1966 and he is entitled to continuity of service with full benefit of past service. He has also been paid 15 days' wages at the rate of wages which he was entitled to for the month of May 1965 in satisfaction of his other claims and in my opinion considering the facts and circumstances of the case the terms of settlement are fair and reasonable. I, therefore, make an Award in terms of the joint memorandum of settlement annexure “A” which shall form part of this Award.

No order as to costs.

(Sd/-) A. T. ZAMBRE.

*Presiding Officer,*

Central Government Industrial Tribunal, Bombay.

## ANNEXURE "A"

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

REFERENCE No. 27 OF 1966

## PARTIES:

Employers in relation to Shri Mankeshwar Mechanical Works

AND

Their workmen

MAY IT PLEASE THE HON'BLE TRIBUNAL

We, the Parties above-named reached the following settlement in this dispute and pray that an award be made in terms hereof:—

*Terms of Settlement*

1. It is agreed that the worker by name Jethashanker Hariharnath at Item 5 of the Schedule has been taken back in service of the company with effect from February 1966 under the arrangement dated 22nd February 1966 and the worker is entitled to continuity of service with full benefit of past services.

2. It is further agreed that the worker concern shall be paid 15 days wages at the rate of wages which he was entitled to for the month of May 1965 in satisfaction of his claim arise in the present reference.

3. It is further agreed that the worker concerned shall be paid 15 days wages on 20th December 1967 and the period from 15th May 1965 to 23rd February 1966 being treated as leave without pay.

*Dated at Bombay this 14th day of November, 1967*

For the Employers in relation to

Shri Mankeshwar Mechanical Works, Bombay.

(Sd.) K. R. TRIPATHI

For the Transport and Dock

Workers' Union, Bombay.

(Sd.) R. A. PANDIT,  
Asst. Secretary.

Before me.

(Sd/-) A. T. ZAMBERI,  
Presiding Officer,Central Government Industrial Tribunal Bombay.  
14/11/67.

[No. 28/5/66-LRIV.]

**S.O. 4422.**—Whereas by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1987, dated the 31st May, 1967, the Central Government, being satisfied that the public interest so required, had declared the industry for the supply of milk under the Delhi Milk Scheme to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (14 of 1947), for a period of six months from the 22nd June, 1967;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 22nd December, 1967.

[No. F. 1/105/67-LRI.]

## ORDERS

New Delhi, the 23rd November 1967

**S.O. 4423.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Messrs, Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta in terminating the services of Shri Sitaram Singh, Gearman with effect from the 10th November, 1965 was justified? Whether the action of the management of Messrs Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta in keeping Shri Sitaram Singh Gearman under suspension from the 21st July 1966 to the 7th December 1966 after re-employment from the 7th April, 1966 was justified? If not, to what relief is the workman is entitled to in either case?

[No. 28/85/67/LRIII.]

*New Delhi, the 24th November 1967*

**S.O. 4424.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Iron Ore Mines of Messrs Companhia Mincira Dempo and Souza Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

1. Whether the present rates of wages and dearness allowance being paid to the piece-rated workmen employed in the Iron Ore Mines of Messrs Companhia Mincira Dempo and Souza Limited are adequate, keeping in view the prevailing cost of living index? If not, what should be the wages, dearness allowance and other allowances and whether the dearness allowance should be linked with the cost of living index for the working class?
2. Whether the aforesaid piece-rated workmen are entitled for payment of bonus under the Payment of Bonus Act for the accounting years 1964-65 and 1965-66? If so, what should be the quantum of bonus?

[No. 37/9/67-LRI.]

*New Delhi, the 2nd December 1967*

**S.O. 4425.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Oriental Fire and General Insurance Company, Limited, Kanpur and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer to the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mithan Lal shall be the Presiding Officer, with headquarters at Allahabad and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

Whether the management of Oriental Fire and General Insurance Company Limited, was justified in denying Shri Qutab-Ullaha-Khan of its Kanpur regional office, the Stenographer's Grade with effect from the 1st July 1960 and promotion to the post of Assistant Superintendent from the 1st January 1962? If not, to what relief is he entitled?

[No. 70/14/66-LRIV.]

**S.O. 4426.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Khariachina Clay Mines of Patelnagar Minerals and Industries (Private) Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the management of the Khariachina Clay Mines of Patelnagar Minerals and Industries (Private) Limited, Post Office Patelnagar District Birbhum was justified in dismissing Shri Ganesh Mukherjee working in Machine Section and also in General Section on surface from his service with effect from the 16th June, 1967? If not, to what relief is the workman entitled

[No. 24/28/67-LRI.]

*New Delhi, the 5th December 1967*

**S.O. 4427.**—Whereas the industrial disputes specified in the Schedule hereto annexed are pending before the National Industrial Tribunal, Calcutta constituted by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 4028, dated the 3rd November, 1967;

And whereas a large number of cases are pending with the said Tribunal ;

And, whereas for the ends of justice the disputes should be disposed of without delay;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33-B, and section 7-B, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said disputes from the National Industrial Tribunal, Calcutta with Shri S. K. Sen as the Presiding Officer, constitutes a National Industrial Tribunal at Dhanbad of which Shri Kamla Sahai, shall be the Presiding Officer, and transfers the said disputes to it and directs that the Tribunal shall proceed with the said proceedings from the stage at which they are transferred and dispose to the same according to law.

#### SCHEDULE

Serial No.	Parties to the dispute	No. of reference	Date of reference
1	2	3	4
1	M/s. Bennet Coleman and Co. Ltd., Bombay and their workmen represented by (1) The Times of India and Allied Publications Employees Union, Bombay and (2) Bennet Coleman and Co. Employees Union, New Delhi	S.O. 2343	14-7-1967
2	M/s. Associated Cement Companies Ltd., Bombay and their workmen represented by (1) Indian National Cement Workers' Federation, Bombay and (2) All India Cement Workers' Federation, Bombay-2	S.O. 3243	19-10-1966
3	M/s. Amalgamated Electricity Company, Bombay and their workmen represented by (1) Amalgamated Electricity Co. Mazdoor Sangh, Ajmer, (2) Belgaum Workers' Union Belgaum (3) National Electricity and Engineering Workers' Union, Bhiwandi (4) Jalgaon Jilla Vij Kamgar Sangh, Bhusawal (5) Jalgaon Jilla Vij Kamgar Sangh, Chalisgaon (6) General Workers' Union, Malegaon (7) Rashtriya Vidyut Kamgar Sangh, Malegaon (8) Jalgaon Jilla Vij Kamgar Sangh, Jalgaon	S.O. 648	17-2-1967

1	2	3	4
4	M/s. Amalgamated Electricity Company, Bombay and their workmen represented by (1) Amalgamated Electricity Co. Mazdoor Sangh, Ajmer, (2) Belgaum Workers' Union Belgaum (3) National Electricity and Engineering Workers' Union, Bhiwandi (4) Jalgaon Jilla Vij Kamgar Sangh, Bhusawal (5) Jalgaon Jilla Vij Kamgar Sangh, Chalisgaon (6) General Workers' Union, Malegaon (7) Rashtriya Vidyut Kamgar Sangh, Malegaon (8) Jalgaon Jilla Vij Kamgar Sangh, Jalgaon	S.O. 2112	16-6-1967
5	The Indian Airlines Corporation New Delhi, and its pilots	S.O. 2929	17-8-1967
6	The Indian Oil Corporation, Bombay and their workmen	S.O. 2639	27-7-1967

[No. 17/4/67-LRIII.]

**S.O. 4428.**—Whereas an industrial dispute specified in the Schedule hereto annexed (hereinafter referred to as the said dispute) is pending before Shri Kundan Lal Gosain, Presiding Officer, Industrial Tribunal, with headquarters at Chandigarh;

And, whereas for the ends of justice and convenience of the parties, the said dispute should be disposed of without further delay;

Now, therefore, in exercise of the powers conferred by section 7A and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal, with Shri I. D. Pawar, as the Presiding Officer, with headquarters at Chandigarh and withdraws the proceedings in relation to the said dispute from Shri Kundan Lal Gosain and transfers the same to Shri I. D. Pawar, Presiding Officer, Industrial Tribunal, Chandigarh for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the said proceedings from the beginning and dispose of the same according to law.

## SCHEDULE

Parties to the dispute	Reference No. and date to Industrial Tribunal	S.O. No. of Gazette Year of Publication
1. Dalmia Dadri Cement Limited, Charkhi Dadri, Punjab and their workmen	22/7/64-LRII dated the 6th July, 1964	2444 dated the 6th July, 1954.

[No. F. 30/1/67-LR-I.]

New Delhi, the 8th December 1967

**S.O. 4429.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Orissa Mining and Engineering Company, Contractor in Thakurani Iron ore Mine of Messrs Minerals Development Company Limited, Post Office: Barbil, District Keonjhar (Orissa) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

1. Whether the demand of the workmen of Messrs Orissa Mining and Engineering Company, Contractors of Thakurani Iron Ore Mines of Messrs Orissa Minerals Development Company Limited, Post Office Barbil, District Keonjhar (Orissa) for implementation of the recommendations of the Wage Board for Iron Ore Industry is justified? If so, to what relief are they entitled.

2. Whether the management of Orissa Mining & Engineering Company, Contractors of Thakurani Iron Ore Mines of Messrs Orissa Minerals Development Company, Limited, Post Office Barbil, District Keonjhar (Orissa) is justified in retrenching the following 636 workmen with effect from the respective dates mentioned against them? If not, to what relief are the workmen entitled?

Sl. No.	Name of workmen	Designation	Date of retrenchment
1	2	3	4
1. Shri Budhai		Miner & Loader	7-11-1967.
2. Shri Bajrangi		"	"
3. Smt. Suraj Harijan		"	"
4. Smt. Salmi		"	"
5. Shri Kharpatu Rajbhar		"	"
6. Shri Bahadur Rajbhar		"	"
7. Shri Chandra J. F. Yadav		"	"
8. Shri Mishri Harijan		"	"
9. Shri Bahadur Harijan		"	"
10. Shri Bijli Harijan		"	"
11. Shri Ghurahu Harijan		"	"
12. Shri Ghura Harijan		"	"
13. Shri Santu Harijan		"	"
14. Shri Kishore Rajbhar		"	"
15. Shri Pawdar Harijan		"	"
16. Shri Bhirgu Harijan		"	"
17. Shri Bindhachal Dusad		"	"
18. Shri Harikishun Kairi		"	"
19. Shri Bararashi Rajbhar		"	"
20. Shri Nanak Rajbhar		"	"
21. Shri Labedu Rajbhar		"	"
22. Shri Hiralal Rajbhar		"	"
23. Shri Rambadan Rajbhar		"	"
24. Shri Sitaram Harijan		"	"
25. Shri Silochan Harijan		"	"
26. Shri Ramadhar Teli		"	"
27. Shri Sitaram Harijan		"	"
28. Shri Balchand Harijan		"	"
29. Shri Sudama Harijan		"	"
30. Shri Rambachan Harijan		"	"
31. Shri Bisundeo Harijan		"	"
32. Shri Sitaram Yadav		"	"
33. Shri Lalchand Harijan		"	"
34. Shri Samalu Harijan		"	"
35. Shri Rambrich Harijan		"	"
36. Shri Lakhu Harijan		"	"
37. Shri Ramsanahi Harijan		"	"
38. Shri Sundarlal		"	"
39. Shri Maniram		"	"
40. Shri Ramsarup		"	"
41. Shri Rancharan		"	"
42. Shri Dhan Say		"	"
43. Shri Shyamlal		"	"
44. Shri Budhan		"	"
45. Shri Salimkhan		"	"
46. Shri Sarju Harijan		"	"
47. Shri Sunai		"	"
48. Shri Gopal Laguri		"	"
49. Smt. Sukmati Munda		"	"
50. Shri Ramsakal Rajbhar		"	"
51. Shri Musafir Rajbhar		"	"
52. Shri Nibu Rajbhar		"	"
53. Shri Kharpat Rajbhar		"	"
54. Shri Bahadur Orang		"	"

1	2	3	4
55. Shri Ram Orang	.	Miner & Loader	7-II-1967.
56. Shri Baldeo Orang	.	..	..
57. Shri Charua Orang	.	..	..
58. Shri Bisaguram	.	..	..
59. Smt. Sanaibai	.	..	..
60. Sri Ramprosad	.	..	..
61. Shri Jethuram	.	..	..
62. Smt. Rammotin	.	..	..
63. Smt. Sabitri	.	..	..
64. Shri Santram	.	..	..
65. Smt. Laxmi	.	..	..
66. Shri Ghano Lohar	.	..	..
67. Smt. Butki	.	..	..
68. Shri Tularam	.	..	..
69. Shri Sadhuram	.	..	..
70. Shri Sitaram	.	..	..
71. Smt. Nanda Majhi	.	..	..
72. Shri Mathu Sandil	.	..	..
73. Smt. Remtu	.	..	..
74. Smt. Benadit	.	..	..
75. Shri Jabai	.	..	..
76. Shri Kaira Munda	.	..	..
77. Smt. Nandi	.	..	..
78. Shri Charan Munda	.	..	..
79. Smt. Ghasinbai	.	..	..
80. Shri Rampeyare	.	..	..
81. Shri Ramdas	.	..	..
82. Shri Sakhiram	.	..	..
83. Smt. Budharabai	.	..	..
84. Shri Govindram	.	..	..
85. Smt. Salmi	.	..	..
86. Shri Harman Munda	.	..	..
87. Shri Tejman Harijan	.	..	..
88. Shri Kesil	.	..	..
89. Shri Kheduram Harijan	.	..	..
90. Smt. Sambari	.	..	..
91. Shri Bodha Lohar	.	..	..
92. Smt. Tikili	.	..	..
93. Shri Lal Thentari	.	..	..
94. Smt. Sukhmeti	.	..	..
95. Shri Lakhan Munda	.	..	..
96. Shrimati Sambari	.	..	..
97. Shri Kandey Munda	.	..	..
98. Smt. Jhingi	.	..	..
99. Smt. Turi Munda	.	..	..
100. Shri Ramnath Harijan	.	..	..
101. Shri Rupa	.	..	..
102. Shri Desai	.	..	..
103. Smt. Mohanmoti	.	..	..
104. Shri Ramgopal	.	..	..
105. Smt. Makhanbai	.	..	..
106. Shri Sapuram Das	.	..	..
107. Smt. Rahas Moti	.	..	..
108. Shri Ganeshram	.	..	..
109. Smt. Salmi	.	..	..
110. Shri Perman	.	..	..
111. Shri Patrash	.	..	..
112. Shri Sonars Triki	.	..	..
113. Smt. Nanbai	.	..	..
114. Smt. Magdoli	.	..	..
115. Smt. Rabil Munda	.	..	..
116. Shri Thomas Munda	.	..	..
117. Smt. Marsha Munda	.	..	..
118. Shri Pavhush Munda	.	..	..
119. Shri Paulush Munda	.	..	..

1	2	3	4
120. Smt. Ramkaur Satnami	.	Miner & Loader	7-11-1967
121. Shri Motiram Satnami	.	33	33
122. Shri Sudharam Satnami	.	33	33
123. Smt. Rukmenj Satnami	.	33	33
124. Shri Sitaram Satnami	.	33	33
125. Shri Dilsey Satnami	.	33	33
126. Smt. Purnimabai	.	33	33
127. Shri Panditram Satnami	.	33	33
128. Shri Abdul Main	.	33	33
129. Smt. Pteara	.	33	33
130. Shri Chawan Garha	.	33	33
131. Shri Pilaram Satnami	.	33	9-11-1967
132. Smt. Safribai	.	33	33
133. Shri Sevanath Satnami	.	33	33
134. Shri Sriram Saw	.	33	33
135. Smt. Sykuare	.	33	33
136. Shri Jagannath Saw	.	33	33
137. Shri Bhagatram Satnami	.	33	33
138. Smt. Sukmabai	.	33	33
139. Shri Jhalluram Satnami	.	33	33
140. Smt. Rupkumari Satnami	.	33	33
141. Shri Kahnaiya Satnami	.	33	33
142. Smt. Butkibai	.	33	33
143. Shri Mukhiram Satnami	.	33	33
144. Shri Sadharam Satnami	.	33	33
145. Smt. Sambari Munda	.	33	33
146. Smt. Sare Munda	.	33	33
147. Shri Rautu Munda	.	33	33
148. Smt. Guna Munda	.	33	33
149. Smt. Lebai Munda	.	33	33
150. Smt. Dasma Munda	.	33	33
151. Shri Gura Munda	.	33	33
152. Shri Rautu Ho	.	33	33
153. Smt. Kunti Naik	.	33	33
154. Shri Sibcharan Naik	.	33	33
155. Smt. Lalmoji	.	33	33
156. Smt. Tulshi	.	33	33
157. Shri Sukhram Munda	.	33	33
158. Smt. Dasma	.	33	33
159. Shri Jema Munda	.	33	33
160. Smt. Menjo	.	33	33
161. Shri Birsingh Munda	.	33	33
162. Shri Suren Munda	.	33	33
163. Smt. Suru	.	33	33
164. Shri Badai Munda	.	33	33
165. Smt. Pundi	.	33	33
166. Shri Mansingh Munda	.	33	33
167. Smt. Shanti	.	33	33
168. Shri Chaitan Munda	.	33	33
169. Shri Ramsingh Munda	.	33	33
170. Smt. Chandu	.	33	33
171. Shri Dikul Munda	.	33	33
172. Shri Baglu Munda	.	33	33
173. Dubru Munda	.	mazdoor (Time-rated)	33
174. Gangadhar	.	33	33
175. Abhiram	.	33	33
176. Chandra II	.	33	33
177. Ugreson II	.	33	33
178. Goutom	.	33	33
179. Lakhiram	.	33	33
180. Sarthe	.	33	33
181. Gopinath	.	33	33
182. Bijliprasad	.	33	33
183. Mohan	.	33	33

1	2	3	4
184. Sonu	.	Mazdoor (Time-rated)	9-II-1967
185. Dibru	.	33	33
186. Sanuram	.	33	33
187. Lochan II	.	33	33
188. Sanian	.	33	33
189. Hari Barik	.	33	33
190. Chompai	.	33	33
191. Chinta	.	33	33
192. Rajan	.	33	33
193. Lochan I	.	33	33
194. Hune	.	33	33
195. Pitambar	.	33	33
196. Suren	.	33	33
197. Padana	.	33	33
198. Siropani	.	33	33
199. Milu	.	33	33
200. Trilochan	.	33	33
201. Damu	.	33	33
202. Shri Nirmal Soy	.	Miner & Loader	12-II-1967
203. Smt. Bahalina Soy	.	33	33
204. Shri Chouthi Harijan	.	33	33
205. Smt. Laxmi	.	33	33
206. Shri Bari Munda	.	33	33
207. Smt. Chandu Munda	.	33	33
208. Shri Ghano Munda	.	33	33
209. Smt. Basmoti Munda	.	33	33
210. Shri Jogna Munda	.	33	33
211. Smt. Chami Munda	.	33	33
212. Shri Duka Munda	.	33	33
213. Smt. Menjo Munda	.	33	33
214. Shri Supai Gandial	.	33	33
215. Smt. Lembe Gandial	.	33	33
216. Smt. Mangri	.	33	33
217. Shri Sonaram Lohar	.	33	33
218. Smt. Dasma Lohar	.	33	33
219. Shri Kanhu Munda	.	33	33
220. Smt. Rai Munda	.	33	33
221. Shri Janakram	.	33	33
222. Shri Thanduram	.	33	33
223. Smt. Ganeshibai	.	33	33
224. Shri Ghasia Satnami	.	33	33
225. Smt. Ramayan Moti	.	33	33
226. Shri Mohotar Satnami	.	33	33
227. Shri Karamsingh Satnami	.	33	33
228. Shri Ghasidas	.	33	33
229. Smt. Radhabai	.	33	33
230. Shri Behiram	.	33	33
231. Shri Tengu	.	33	33
232. Shri Ludna Harijan	.	33	33
233. Shri Mukhi Harijan	.	33	33
234. Shri Lalmohan Harijan	.	33	33
235. Smt. Namshi	.	33	33
236. Shri Ambulam	.	33	33
237. Smt. Kuwari	.	33	33
238. Shri Surendra Naik	.	33	33
239. Shri Muritram	.	33	33
240. Smt. Kutoli	.	33	33
241. Shri Anandram	.	33	33
242. Shri Ramkuwar	.	33	33
243. Shri Tenshu	.	33	33
244. Smt. Fulbai	.	33	33
245. Shri Rameswar	.	33	33
246. Shri Sakharan	.	33	33
247. Smt. Santy	.	33	33
248. Shri Bodha Singh	.	33	33

1	2	3	4
249. Shri Ganeshrām . . . . .		Miner & Loader	12-11-1967
250. Smt. Mungmati . . . . .		33	33
251. Shri Jagdishram Satnami . . . . .		33	33
252. Shri Chandram Satnami . . . . .		33	33
253. Smt. Rambai . . . . .		33	33
254. Shri Ratan Munda . . . . .		33	33
255. Smt. Subni . . . . .		33	33
256. Shri Ramprosād . . . . .		33	33
257. Smt. Yamuna . . . . .		33	33
258. Shri Gangaram . . . . .		33	33
259. Smt. Jane . . . . .		33	33
260. Shri Side . . . . .		33	33
261. Smt. Suree . . . . .		33	33
262. Shri Bhanjo . . . . .		33	33
263. Smt. Lethe . . . . .		33	33
264. Shri Jethuram . . . . .		33	33
265. Smt. Jamuna . . . . .		33	33
266. Shri Suren Ho . . . . .		33	33
267. Shri Dawlal . . . . .		33	33
268. Shri Ajmul Mirdha . . . . .		33	33
269. Smt. Nimajan Bibi . . . . .		33	33
270. Shri Bhagaram Kurmi . . . . .		33	33
271. Shri Ramsagar Satnami . . . . .		33	33
272. Shri Chakul Satnami . . . . .		33	33
273. Shri Maniram Satnami . . . . .		33	33
274. Smt. Bahamuni Dhan . . . . .		33	33
275. Shri Semaru Keot . . . . .		33	33
276. Smt. Radhabai Keot . . . . .		33	33
277. Shri Ramjee Telli . . . . .		33	33
278. Smt. Kalabai Telli . . . . .		33	33
279. Shri Rangilal Satnami . . . . .		33	33
280. Smt. Fulbai . . . . .		33	33
281. Shri Cheru Keot . . . . .		33	33
282. Smt. Gantirin . . . . .		33	33
283. Shri Dayaram Keot . . . . .		33	33
284. Smt. Nadkibai . . . . .		33	33
285. Shri Premdas Panka . . . . .		33	33
286. Shri Mangra Panka . . . . .		33	33
287. Smt. Junai Munda . . . . .		33	33
288. Smt. Kuwari Purty . . . . .		33	33
289. Shri Kanhu Soy . . . . .		33	33
290. Smt. Subni Soy . . . . .		33	33
291. Shri Fawda Nag . . . . .		33	33
292. Smt. Gurbari Nag . . . . .		33	33
293. Shri Sadhucharan Nag . . . . .		33	33
294. Smt. Turi Sardar . . . . .		33	33
295. Shri Nande Munda . . . . .		33	33
296. Shri Suniya Munda . . . . .		33	33
297. Smt. Jabani Munda . . . . .		33	33
298. Shri Gobinde Majhi . . . . .		33	33
299. Smt. Sabitri Majhi . . . . .		33	33
300. Shri Sanu Munda . . . . .		33	33
301. Smt. Ramoni Munda . . . . .		33	33
302. Shri Munuel Dahaga . . . . .		33	33
303. Smt. Sabina Dahaga . . . . .		33	33
304. Shri Daud Bage . . . . .		33	33
305. Smt. Pulera Bage . . . . .		33	33
306. Shri Rashika Laguri . . . . .		33	33
307. Smt. Mani Laguri . . . . .		33	33
308. Shri Champel Tiria . . . . .		33	33
309. Smt. Jambi Tiria . . . . .		33	33
310. Smt. Nanika Kanjee . . . . .		33	33
311. Shri Lobeya Sirka . . . . .		33	33
312. Shri Gopal Solanki . . . . .		33	33
313. Smt. Mani Solanki . . . . .		33	33
314. Smt. Sukhmati Sandil . . . . .		33	33

1	2	3	4
315. Smt. Kujri Piria	.	Miner & Loader	12-11-1967
316. Shri Budhram Mahakud	.	"	"
317. Shri Pandu Sinku	.	"	"
318. Smt. Raibari Sinku	.	"	"
319. Shri Kalu Purti	.	"	"
320. Smt. Nanika Purty	.	"	"
321. Smt. Chanda Satnami	.	"	"
322. Shri Rame Munda	.	"	"
323. Smt. Sambari Munda	.	"	"
324. Shri Goberdhan Satnami	.	"	"
325. Shri Dilka Angari	.	"	"
326. Smt. Budhni Hemram	.	"	"
327. Shri Sirka Chatamba	.	"	"
328. Smt. Janki	.	"	"
329. Shri Ghasia Surai	.	"	"
330. Smt. Supani Surai	.	"	"
331. Shri Ladura Sandil	.	"	"
332. Smt. Raibari Sandil	.	"	"
333. Smt. Sukhmarc Purty	.	"	"
334. Shri Abraham	.	"	"
335. Smt. Salmi	.	"	"
336. Shri Sameel Hare	.	"	"
337. Shri Mashidas Guria	.	"	"
338. Shri Sema Tirki	.	"	"
339. Smt. Gangi Tirki	.	"	"
340. Shri Hari Gope	.	"	"
341. Smt. Sukumare Gope	.	"	"
342. Shri Bashu Bhangra	.	"	"
343. Smt. Rahil Bhangra	.	"	"
344. Shri Kandey Laguri	.	"	"
345. Smt. Sukhmoti Laguri	.	"	"
346. Shri Nanku Satnami	.	"	"
347. Shri Purna Mahakud	.	"	"
348. Shri Kanhu Bhadra	.	"	"
349. Eliash Hore	.	"	"
350. Guranam Laguri	.	"	"
351. Chikur Harijan	.	"	"
352. Shri Kandey Lohar	.	"	"
353. Smt. Santy Lohar	.	"	"
354. Smt. Nandi Suren	.	"	"
355. Shri Rashika Suren	.	"	"
356. Smt. Sunika Charila	.	"	"
357. Smt. Parbaty Charila	.	"	"
358. Shri Chakre Chatamba	.	"	"
359. Smt. Junai Hemram	.	"	"
360. Shri Ajothya Rajbhar	.	"	"
361. Shri Semari Taise	.	"	"
362. Smt. Semari Suren	.	"	"
363. Shri Bhola Satnami	.	"	"
364. Smt. Lachmi Satnami	.	"	"
365. Shri Hacharam	.	"	"
366. Shri Kartikram	.	"	"
367. Shri Eshram	.	"	"
368. Smt. Prembai	.	"	"
369. Shri Bharatram	.	"	"
370. Smt. Rahashmmoti	.	"	"
371. Shri Moharam	.	"	"
372. Smt. Sankarmoti	.	"	"
373. Shri Bipinbihari Tanti	.	"	"
374. Shri Moti Koiri	.	"	"
375. Shri Bhola Harijan	.	"	"
376. Shri Mohar Harijan	.	"	"
377. Shri Siogobind Harijan	.	"	"
378. Shri Jangi Harijan	.	"	"
379. Shri Sanicharwa	.	"	"
380. Shri Punaram Keot	.	"	"

1	2	3	4
381. Smt. Tiharin	.	Miner & Loader	12-11-1967
382. Shri Naresh Harijan	.	33	33
383. Shri Fulchand Harijan	.	33	33
384. Shri Sudama Harijan	.	33	33
385. Shri Bahadur Harijan	.	33	33
386. Smt. Punimoti	.	33	33
387. Smt. Rambai	.	33	33
388. Shri Siwbaran Harijan	.	33	33
389. Shri Rajbali Harijan	.	33	33
390. Shri Ramsuk Harijan	.	33	33
391. Shri Rameswar Harijan	.	33	33
392. Shri Antu Yadav	.	33	33
393. Shri Bijaisankar Yadav	.	33	33
394. Shri Sriram Bhor	.	33	33
395. Shri Panchu Harijan	.	33	33
396. Shri Rambharat Harijan	.	33	33
397. Shri Badam Harijan	.	33	33
398. Shri Sudama Harijan	.	33	33
399. Shri Ramprith Harijan	.	33	33
400. Shri Ramdeo Harijan	.	33	33
401. Shri Budhu Harijan	.	33	33
402. Shri Rajbali Rajbhar	.	33	33
403. Shri Ramwater Rajbhar	.	33	33
404. Shri Sarju Harijan	.	33	33
405. Shri Chandra Gour	.	33	33
406. Shri Puniyabehera	.	33	33
407. Shri Futkwar	.	33	33
408. Shri Narsing Naik	.	33	33
409. Shri Tuleshwar Rawary	.	33	33
410. Jagmohan Harijan	.	33	33
411. Smt. Kausalya	.	33	33
412. Shri Kailash Koiri	.	33	33
413. Shri Muneshwar Harijan	.	33	33
414. Shri Chuthi Harijan	.	33	33
415. Shri Bhirgu Harijan	.	33	33
416. Shri Bhuiyan Bahera	.	33	33
417. Shri Dukharam Ram	.	33	33
418. Shri Rayanmashi Aind	.	33	33
419. Shri Somra Orang	.	33	33
420. Shri Theble Orang	.	33	33
421. Shri Chamra Harijan	.	33	33
422. Shri Bigan Harijan	.	33	33
423. Shri Lahuru Harijan	.	33	33
424. Smt. Debki	.	33	33
425. Shri Suban Gandia	.	33	33
426. Smt. Sabin	.	33	33
427. Shri Patrash Tapne	.	33	33
428. Smt. Subni	.	33	33
429. Shri Gopal Sardar	.	33	33
430. Smt. Gulamoni	.	33	33

*Office Assistant—C*

431. Shri S.N. Soanki	.	33	33
432. Shri Hrushikesh Naik	.	33	33

*Office Boy (weekly)*

433. Shri Murulidhar Mohante	.	33	33
------------------------------	---	----	----

1	2	3	4
<i>Watchman (weekly)</i>			
434. Shri Dhillbahadur		Miner & Loader	12-11-67 1-12-67
435. Shri Sarath Mahato	.	.	..
436. Radhamoni	.	.	..
437. Sumi	.	.	..
438. Lakhani	.	.	..
439. Sambari	.	.	..
440. Maahi	.	.	..
441. Hana	.	.	..
442. Kandra	.	.	..
443. Radhi	.	.	..
444. Matta	.	.	..
445. Chandi	.	.	..
446. Rasui	.	.	..
447. Baburam	.	.	..
448. Micho	.	.	..
449. Madhu	.	.	..
450. Turi	.	.	..
451. Sursingh	.	.	..
452. Nandi	.	.	..
453. Bharath	.	.	..
454. Shankari	.	.	..
455. Khurchand	.	.	..
456. Doorbar	.	.	..
457. Lalsingh	.	.	..
458. Kameshar	.	.	..
459. Chariba	.	.	..
460. Jema	.	.	..
461. Janu	.	.	..
462. Bhudhani	.	.	..
463. Jairam	.	.	..
464. Narayan	.	.	..
465. Tirshi	.	.	..
466. Chirangu	.	.	..
467. Pani	.	.	..
468. Ramsahai	.	.	..
469. Akluram	.	.	..
470. William Topno	.	.	..
471. Panli Topno	.	.	..
472. Birsha Tapno	.	.	..
473. Sanjaro	.	.	..
474. Mania Munda	.	.	..
475. Jatri Munda	.	.	..
476. Dibru Munda	.	.	..
477. Mali Munda	.	.	..
478. Mukhopatra	.	.	..
479. Dimbu Munda	.	.	..
480. Gurubari Munda	.	.	..
481. Durga Munda	.	.	..
482. Smt. Tanti	.	.	..
483. Kushnu Munda	.	.	..
484. Mantri Munda	.	.	..
485. Bhikhari Tanti	.	.	..
486. Rudra Tanti	.	.	..
487. Lakhani Patra	.	.	..
488. Radhika Patra	.	.	..
489. Sambari Munda	.	.	..
490. Surri Munda	.	.	..
491. Jambu Ho	.	.	..
492. Ashrit Guria	.	.	..
493. Mangru Mahakud	.	.	..
494. Gurubar	.	.	..
495. China Harijan	.	.	..

I	2	3	4
496. Prabhudiyal Aind .	.	Miner & Loader	I-12-67
497. Pairoo Harijan .	.	"	"
498. Lanka Munda .	.	"	"
499. Junai Munda .	.	"	"
500. Alibash Khan .	.	"	"
501. Masataram .	.	"	"
502. Jodhbai .	.	"	"
503. Meghnadh Bhuya .	.	"	"
504. Rijhu Bhunja .	.	"	"
505. Sayar Munda .	.	"	"
506. Suru Munda .	.	"	"
507. Rahmatulla .	.	"	"
508. Sudansingh Pingna .	.	"	"
509. Balaama .	.	"	"
510. Raya Munda .	.	"	"
511. Sukurmoni .	.	"	"
512. Bhadhram Ho .	.	"	"
513. Budhani .	.	"	"
514. Bashu Munda .	.	"	"
515. Barnabash Munda .	.	"	"
516. Barnabash Bhangna .	.	"	"
517. Shibastani .	.	"	"
518. Rahil .	.	"	"
519. Markush Danguar .	.	"	"
520. Sukha Munda .	.	"	"
521. Kairi Manda .	.	"	"
522. Soma Lohar .	.	"	"
523. Purgun .	.	"	"
524. Ratho Patra .	.	"	"
525. Ratnail .	.	"	"
526. Iliash .	.	"	"
527. Sud arshan Munda .	.	"	"
528. Dugi Munda .	.	"	"
529. Somra Munda .	.	"	"
530. Narika Munda .	.	"	"
531. Sapani Sardar .	.	"	"
532. Chandradeo Rajbhar .	.	"	"
533. Sanu Munda .	.	"	"
534. Suru .	.	"	"
535. Durpati .	.	"	"
536. Sukhram Munda .	.	"	"
537. Sunai .	.	"	"
538. Pani .	.	"	2-12-67
539. Ram Surgh .	.	"	"
540. Sukhlal .	.	"	"
541. Iena .	.	"	"
542. Gono .	.	"	"
543. Sukhdeo .	.	"	"
544. Ambika .	.	"	"
545. Ayavia .	.	"	"
546. Basunti .	.	"	"
547. Ismail .	.	"	"
548. Silbuia .	.	"	"
549. Sambhu .	.	"	"
550. Karna .	.	"	"
551. Harman .	.	"	"
552. Shanti .	.	"	"
553. Dayal .	.	"	"
554. Marlain .	.	"	"
555. Souaram .	.	"	"
556. Bhanjoo .	.	"	"
557. Sambhari .	.	"	"
558. Bango .	.	"	"
559. Sabui .	.	"	"
560. Imman Khan .	.	"	"

1	2	3	4
561. Kituaru		Miner & Loader	2-12-1967
562. Mitrnajain		33	33
563. Saiman Khatoin		33	33
564. Dulal		33	33
565. Magan		33	33
566. Balama		33	33
567. Golai		33	33
568. Mangu		33	33
569. Bahadula		33	33
570. Sonla		33	33
571. Bhusha		33	33
572. Saman		33	33
573. Suharmani		33	33
574. Parbatj		33	33
575. Lalhu		33	33
576. Nouru		33	33
577. Kunjmat		33	33
578. Dayaram		33	33
579. Ganeshmati		33	33
580. Ghurahu		33	33
581. Kiritmali		33	33
582. Pradhan		33	33
583. Bhanja		33	33
584. Udai		33	33
585. Iabani		33	33
586. Samual		33	33
587. Fulman		33	33
588. Prabhu Sai		33	33
589. Eliseva		33	33
590. Jalpari		33	33
591. Etras		33	33
592. Selai		33	33
593. Sudana		33	33
594. Sita		33	33
595. Barnabash		33	33
596. Etuari		33	33
597. Chandu		33	33
598. Jena		33	33
599. Jagannath		33	33
600. Purain		33	33
601. Chmru		33	33
602. Ganga		33	33
603. Fulesharam		33	33
604. Tiharin		33	33
605. Angod		33	33
606. Tikla		33	33
607. Sanatan		33	33
608. Mali		33	33
609. Somra		33	33
610. Budani		33	33
611. Lal Bihari		33	33
612. Chakra		33	33
613. Shanti		33	33
614. Debra		33	33
615. Chambari		33	33
616. Elias		33	33
617. Motilal		33	33
618. Madhu		33	33
619. Samban		33	33
620. Subri		33	33
621. Samban		33	33
622. Kailoo		33	33
623. Gopal		33	33
624. Chandu		33	33
625. Sukarmani		33	33
626. Sushila		33	33
627. Patras		33	33
628. Maraim		33	33

I	2	3	4
629. Atuaram	.	Miner and Loader	2-12-1967
630. Sudhui	.	"	"
631. Sushila	.	"	"
632. Sunia	.	"	"
633. Raibari	.	"	"
634. Arjun	.	"	"
635. Laxami	.	"	"
636. Turi	.	"	9-12-1967

[No. F. 24/34/67-LRI]

S. S. SAHASRANAMAN, Under Secy.

**(Department of Labour and Employment)***New Delhi, the 24th November 1967*

**S.O. 4430.**—In pursuance of Sub-section (1) of Section 14, Sub-section (1) of Section 15, Sections 16, 17 and 18 of the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963), the Central Government hereby authorises the Chief Inspector of Factories, Himachal Pradesh appointed under Section 8(2) of the Factories Act to exercise the powers under Sections 14, 15, 16, 17 and 18 of the said Act throughout the Union Territory of Himachal Pradesh and Labour Inspectors, Mandi, Chamba, Nahan, Kasumpti and Simla and Wage Inspector, Palampur to exercise the powers under Sections 14 and 15 of the said Act within their respective jurisdiction.

[No. 3/40/66-Spl.Fac.II.]

N. N. CHATTERJEE, Jt. Secy.

**(Department of Labour and Employment)***New Delhi, the 24th November 1967*

**S.O. 4431.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Tej Bahadur, Watchman, Ticket No. 3425, Watch and Ward Department, Jamadoba, C/o. Shri B. N. Sharma, President, Congress Mazdoor Sangh, Bihar, Jorapokhar, Post Office Jealgora, District Dhanbad, which was received by the Central Government on the 21st November, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT DHANBAD.**

In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947.

**COMPLAINT No. 15 of 1966**

(Arising out of Ref. Nos. 39/64, 63/63; 46/64; 31/64 and 67/63)

**PARTIES:**

Shri Tej Bahadur, Watchman, T. No. 3425, Watch and Ward Department, Jamadoba. C/o. Shri B. N. Sharma, President, Congress Mazdoor Sangh, Bihar, Jorapokhar, P.O. Jealgora, Dist., Dhanbad.—Complainant.

**Vs.**

M/s. Tata Iron and Steel Co., Ltd., Jamadoba, P.O. Jealgora, Dist., Dhanbad.—Opp. Party.

**PRESENT:**

Shri Kamla Sahai.—*Presiding Officer.*

**APPEARANCES:**

*For the Complainant.*—Shri B. N. Sharma, President, Congress Mazdoor Sangh.

*For the Opposite Party.*—Shri S. N. Singh, A.C.P. and W.O.

STATE: Bihar.

INDUSTRY: Coal.

*Dhanbad, dated the 30th October, 1967/8th Kartika, 1889*

**AWARD**

This complaint under section 33-A of the Industrial Disputes Act, 1947 has been filed by Shri Tej Bahadur, Permanent Watchman, Watch and Ward Department, Jamadoba, bearing Ticket No. 3425. His case that he is a concerned workman in reference Nos. 39 of 1964; 63 of 1963; 46 of 1964; 31 of 1964 and 67 of 1963 and that, during the pendency of those references he has been dismissed from service by the management of the opposite party with effect from the 3rd November, 1965.

2. It appears that chargesheet No. 93 of 1965 dated the 27th August, 1965 was served upon the complainant on the allegation that he committed misconduct under clause 19(6) of the Standing Orders in as much as he himself raised an alarm on the night of the 24th/25th August, 1965 at about 23:15 hours to the effect that he saw a few men near a tree in the area of the pipe racks carrying one pipe and later reported that those men fled away on hearing his alarm after dropping the pipe. Since he was on duty from 22:00 hours to 7:00 hours on the night of the 24/25th August, 1965, the chargesheet stated that it should not have been possible for miscreants to enter the central Store yard if his patrolling had been effective. The complainant has been dismissed on that charge and he has challenged the order of dismissal on various grounds.

3. The opposite party has filed its written statement. Amongst other things, it has stated therein that the award in reference No. 46 of 1964 was published in the Gazette of India dated 13th February, 1963, and it cannot be said to have been pending on the 23rd November, 1965 when the complainant was dismissed or on the 24th and 25th August, 1965 when the complainant was alleged to have committed the misconduct in question. It has further stated that the complainant was not a 'workman concerned' in reference No. 39 of 1964; 63 of 1963; 31 of 1964; and 67 of 1963. On these grounds, the preliminary objection which has been taken is that the present complaint under section 33-A is not legally maintainable.

4. At the hearing, both parties have adduced oral and documentary evidence but they have confined themselves to the question whether the preliminary objection taken by the opposite party namely that the complainant was not a workman concerned' in the references referred to above is valid. Mr. Sharma, who has appeared for the complainant, did not however, challenge the allegation that reference No. 46 of 1964 was concluded before the incident in question occurred or the complainant was dismissed.

5. Mr. Sharma has not called for the reference made by the Central Government in reference No. 31 of 1964 from the file of the Additional Industrial Tribunal where it has been transferred. The letters of reference in reference No. 39 of 1964, 63 of 1963 and 67 of 1963 are on the record and the schedules, indicating the nature of the dispute in each of them, have been marked exhibits. Before proceeding to consider the question of law raised in this case, I wish to quote the schedules:—

(i) Reference No. 39 of 1964—Ext. W 6.

**SCHEDULE**

"Whether the termination of the services of Shri S. Q. Ahmad, Incharge Watch and Ward Dept., Tata's Collieries, Jamadoba, with effect from the 1st January 1964 by the management was justified? If not, to what relief is he entitled?

(ii) Reference No. 63 of 1963—Ext. W 7.

#### SCHEDULE

"Whether the dismissal of the following workmen by the management of Digwadih Colliery of M/s. Tata Iron and Steel Co., Ltd., was justified? If not, to what relief are the workmen entitled?"

Sl. No.	Name of the workmen	Designation
1.	Shri Shyam Deo Goala	Watchmen
2.	Shri Banwari	Miner
3.	Shri Bhuran Singh	Oil Mazdoor
4.	Shri Hem Bahadur	Watchman

(iii) Reference No. 67 of 1963—Ext. W 8.

#### SCHEDULE

"Whether the dismissal of Shri Nathuni Pandey, Watchman, Ticket No. 3250 of 6 and 7 Pits Colliery with effect from the 2nd February, 1963, by the management of M/s. Tata Iron and Steel Co., Ltd., was justified if not, to what relief is the workman entitled?"

6. The words 'the workman concerned' have been used in Section 33(1). The words 'a workman concerned' have been used in sub-section (2) of the same section. The interpretation of the expression used in the two sub-section does not now present much difficulty. The Supreme Court has interpreted them in three important decision. They are: New India Motors, (Private) Ltd., Vs. Morris (K.T.)—1960 (I) L.L.J. 551; Digwadih Colliery Vs. Ramji Singh—1964 (II) L.L.J. 143 and TISCO Ltd., Vs. D. R. Singh—1965 (II) L.L.J. 122. In the New India Motors case, their Lordships have observed:

"Therefore, we are not prepared to hold that the expression 'workmen concerned in such dispute' can be limited only to such of the workmen who are directly concerned with the dispute in question. In our opinion, that expression includes all workmen on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute."

7. In Digwadih Colliery's case, a similar question arose for consideration before the Industrial Tribunal, and, without finding out the nature of the dispute in the pending reference the Tribunal held that the workman in question in the case before it was a workman concerned in the dispute. Their Lordship held that, without consideration of nature of the earlier dispute, the tribunal could not come to any conclusion as to whether the workman in question was concerned in that dispute.

8. In TISCO Ltd.,'s case [1965(II) L.L.J. 122], their Lordship have stated that the law on the subject has been laid down in the cases of New India Motors and Digwadih Colliery.

9. All the above three decisions of the Supreme Court and some other decisions were considered by the Patna High Court in New India Sugar Mills Ltd., Darbhanga Vs. Krishna Ballabh Jha and others—1967 (II) L.L.J. 210. Their Lordship have laid down:

"...there must be some common feature in the nature of the dispute in the two cases which should served as a connecting link thereby rendering the workmen in the later case also workmen concerned in the dispute in the earlier case. The mere fact that the same union had taken up the cause of the two workmen, or else that by virtue of S. 18(3)(d) of the Act all workmen may be bound by the award in the earlier dispute, may not suffice, unless there is some other common feature in the two disputes as mentioned above."

10. The facts of this case have now to be examined. It is quite clear that the dispute in reference Nos. 63 of 1963 and 67 of 1963 were individual disputes. No evidence has been adduced why the workmen in question in those cases were dismissed and what can be said to be the common feature in those disputes and the present one in which the complainant has been dismissed on the allegation that he failed to do his duty of a watchman as he was required to do.

11. Mr. Sharma has given evidence himself and he has attempted to show that the complainant was concerned in reference No. 39 of 1964 because he was interested in S.Q. Ahmed, the termination of whose service led to the dispute in that case. He has stated that he took up the cause of S.Q. Ahmed because several workmen filed one application before him on the 20th December 1963 and another application on the 4th January, 1964 i.e., three days after Shri S.Q. Ahmed's service was terminated on the 1st January, 1964. He has argued that all the watchmen were interested in the result of that dispute because they wanted the continuance of Shri Ahmed's service. In my opinion, the mere fact that a workman has sympathy for another workman who is involved in a dispute and hopes that he would be free from his difficulties cannot mean that he is a workman concerned in the dispute. The question which has to be examined is whether a principle can be or is likely to be laid down in the previous dispute which principle is likely to be applicable to and of interest to the complainant. It is only then that the workman directly concerned in the previous dispute and the complainant can be said to have a common interest in that dispute. In other words, the complainant, in order that he may be held to be concerned in a previous dispute should be interested in the principle involved in that dispute and not in the workman in his personal capacity. Mr. Sharma has not been able to show that any decision in Ahmed's case could have been of any application to the complainant on any basis.

12. Apart from the point which I have mentioned above, the opposite party had adduced evidence to show that it was on the 1st April, 1964—and Shri Ahmed's service was terminated on the 1st January, 1964—that the present complainant was appointed as a watchman for the first time. It has filed his original service record also. It has been suggested to Shri Parvatiyer, MW1 that the complainant was in temporary service for two years before he was made permanent on the 1st April, 1964 but the witness has denied this suggestion. No evidence has been led to show that the suggestion is correct. Neither of the two applications, Exts. W1 and W2 filed on behalf of the complainant shows that the complainant was one of the watchman who requested Mr. Sharma to take up Shri S. Q. Ahmed's case. In the circumstances, I hold that the complainant is not a workman who was concerned in reference No. 39 of 1964.

13. As I find that there was no reference pending in which the complainant could be held to be a workman concerned his complaint under Sec. 33A is not legally maintainable. It is therefore, rejected. I give my award accordingly. Let it be submitted to the Central Government.

(Sd.) KAMLA SAHAI.  
Presiding Officer.

[No. 2/65/63-LRII.]

*New Delhi, the 25th November 1967*

**S.O. 4432.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Additional Industrial Tribunal, Dhanbad, in the Industrial dispute between the employers in relation to the New Sinidih Colliery of Messrs Bamandiha Coal Company Limited, P.O. Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 22nd November, 1967.

**BEFORE THE CENTRAL GOVERNMENT ADDITIONAL INDUSTRIAL  
TRIBUNAL AT DHANBAD**

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 38 OF 1967

**PARTIES:**

**Employers in relation to the New Sinidih Colliery of Messrs Bamandiha Coal Company Limited, Post Office Kharkharee, Distt. Dhanbad**

**AND**

**Their Workmen.**

**PRESENT:**

Shri Nandagiri Venkata Rao, Presiding Officer.

**APPEARANCES:**

*For the Employers:* Shri Rabindra Nath Mukherjee, Office Manager.

*For the Applicant:* Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh.

**STATE:** Bihar.

**INDUSTRY:** Coal.

*Dhanbad, the 14th November, 1967.  
23rd Kartika, 1889.*

**AWARD**

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the New Sinidih Colliery of Messrs Bamandha Coal Company Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its order No. 2/121, 65-LRII dated 25th November, 1965 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matter specified in the schedule annexed thereto. The schedule is extracted below:

**"SCHEDULE**

Whether the management of the New Sinidih Colliery of Messrs Bamandha Coal Company Limited was justified in dismissing Shri A. N. Mishra, Register Keeper, from its service with effect from the 26th August, 1965? If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 193 of 1965 on its file. Workmen filed their statement of demands. No statement of demands was filed by the Employers. While it was pending before the Central Government Industrial Tribunal, Dhanbad the proceeding was transferred to this Tribunal, by the Central Government by its order No. 8/25/67-LRII dated 8th May 1967 under Section 33(B) of the Industrial Disputes Act, 1947. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 88 of 1967.

3. The workmen were represented by Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh and the employers by Shri Rabindra Nath Mukherjee, Office Manager. The parties have filed a compromise memo stating that the affected workman, A. N. Mishra, Register Keeper will be treated as if retrenched from the employment with effect from the 26th August, 1965, that he will be paid compensation in terms of Section 25F(b) of the Industrial Disputes Act, 1947, that the said payment will be made within 30 days from the date of the award and that the parties will bear their respective costs of the proceedings. The compromise memo is duly verified. The terms of compromise appear to me fair and in the interest of the affected workman. The compromise is, therefore, accepted. The award is made in terms of the compromise and submitted under Section 15 of the Industrial Disputes Act, 1947. The compromise memo is annexed hereto and made part of the award.

(Sd.) N. VENKATA RAO,

Presiding Officer.

Central Government Additional Industrial Tribunal, Dhanbad.

**BEFORE THE HON'BLE PRESIDING OFFICER**

**CENTRAL GOVERNMENT ADJUDICATION INDUSTRIAL TRIBUNAL, AT  
DHANBAD CAMP—CALCUTTA**

A.T. REF. NO. 88 OF 1967

I.T. REF. NO. 193 OF 1965

**(PARTIES:**

Employers in relation to New Sinidih Colliery

AND

Their Workmen represented by Colliery Mazdoor Sangh, Dhanbad.

*Compromise Petition of the Parties Concerned*

The parties above named most respectfully beg to submit as under:

(1) That the above matter is pending before this Hon'ble Tribunal for adjudication.

- (2) That the parties, without prejudice to their respective contention, decide to settle this matter in terms mentioned hereunder:
- It is agreed that concerned workman Sri A. N. Mishra Register keeper will be treated as if retrenched from the employment with effect from 26th August, 1965.
  - That the workman will be paid compensation in terms of section 25(F) (b) of the I.D. Act, 1947.
  - That the said payment will be made within 30 days from the date of the Award.
  - that the parties will bear their respective costs of the proceedings.
- (3) That the parties abovenamed herein pray that this Hon'ble Tribunal may graciously be pleased to accept the terms of settlement as stated hereinabove and pass an order in terms thereof.

And for this the parties as in duty bound shall ever pray.

CALCUTTA,

Dated 24th October, 1967.

For Employers.

For Bamandiha Coal Co. Ltd's

New Sinidih Colliery.

(Sd.) RAJENDRA NATH MUKHERJEE,

Office Manager

24/10/67

For Workmen.

For Colliery Mazdoor Sangh.

(Sd.) SHANKAR BOSE,

Secretary.

24/10/67

Concerned Workman

(Sd.) ACHUTA NAND MISHRA,

24/10/67

[No. 2, 121/65-LR-II.]

New Delhi, the 2nd December 1967

**S.O. 4433.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad (No. 2), in the industrial dispute between the employers in relation to the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen, which received by the Central Government on the 28th November, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2)  
AT DHANBAD.**

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 60 of 1967

**PARTIES:**

Employers in relation to the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited. P. O. Jealgora, Distt Dhanbad.

AND

Their workmen.

**PRESENT:**

Sri Nandagiri Venkata Rao, Presiding Officer.

**APPEARANCES:**

For the Employers—Sri J. N. P. Sahi, Assistant Chief Labour Officer.

For the Workmen—Sri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

**STATE:** Bihar.

**INDUSTRY:** Coal.

Dhanbad, dated the 23rd November 1967

**AWARD**

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen, by its order No. 2/66/65-LRII dated 30th July, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the

Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

#### SCHEDULE

"Whether the action of the management of the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited in terminating the services of Sri S. M. Abu (E. B. No. 20533), Screening Plant Munshi, 6th Pit, Bulliaree, with effect from the 10th November, 1964 was justified? If not, to what relief is the workmen entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 127 of 1965 on its file. While it was pending before the Central Government Industrial Tribunal, Dhanbad the proceeding was transferred to this Tribunal by the Central Government by its order No. 8/25/67-LRII dated 8th May 1967 under Section 33(B) of the Industrial Disputes Act, 1947. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 60 of 1967. The employers as well as workmen filed their statement of demands.

3. The workmen were represented by Sri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha and the employers by Sri J. N. P. Sahi, Assistant Chief Labour Officer. Sri S. N. Abu (hereinafter referred to as the affected workman) was employed under the employers, colliery as the Screening Plant Munshi. The employers terminated his services with effect from 10th October 1964, alleging that his eye sight was grossly defective. The case of the workman is that the affected workman was sent by the employers to the colliery hospital and then to the Central Hospital at Jagjiwannagar for treatment as he was suffering from bad eye sight, that the Medical Officer of the Central Hospital after examination granted to him a fit certificate on 7th July 1964, that inspite of his producing the certificate the employers refused to admit him to duty, that he made verbal requests and petitions to the manager and agent of the employers without any effect, that before the Assistant Labour Commissioner the employers agreed to receive him on duty if he produced a fresh fitness certificate from the Central Hospital, that the affected workman submitted a fresh fitness certificate to the Chief Mining Engineer through a registered post but to no avail and that the job of a Screening Plant Munshi is a surface light job and a slight defect in the eye sight did not come in his way of performing the duties satisfactorily. The stand taken by the employers is that at the relevant time the affected workman had reached the advanced age of 61 years and was physically very infirm and also had a grossly defective eye sight, that the work of the Screening Plant is very important to the employers business, that owing to the disability the affected workman was unfit to perform his duties, that when first examined by the colliery medical officer, he was found to be suffering from high blood pressure and was physically very weak, that the management sent him to the Central Hospital at Jagjiwannagar on 4th July, 1964 for a medical check up of his eye sight, that he was discharged from the hospital on 7th July, 1964 with a certificate which did not refer to the condition of his eye sight, that he again brought a certificate from the Central Hospital showing that his eye sight was grossly defective and that, as such, his services were terminated validly with effect from 10th November, 1964.

4. On behalf of the workman a witness, WW1 is examined and Exts. W1 to W9 are marked. On behalf of the employers also a witness, MW1 is examined and Exts. M1 to M3 are marked. The sole question for determination is whether the employers were justified in terminating the services of the affected workman with effect from 10th November 1964 on the ground of his suffering from bad eye sight. The burden was lying on the employers to establish that at the relevant time the affected workman had reached the advanced age of 61 years, was physically very infirm and was having gross defective eye sight rendering him incapable of discharging his duties as a Screening Plant Munshi efficiently. But no satisfactory material is brought on record towards this end. Ext. M1 is the order terminating the services of the affected workman, Ext. M2 is an outdoor patient ticket relating him and Ext. M3 is an application by him to the manager dated 18th June 1964. The only witness examined on behalf of the employers is MW1. He is working as a Medical Officer under the employers from February, 1962. He gave evidence without assistance of any record. He says that he examined the affected workman sometime in April, 1964, sent him to the Central Hospital, Jagjiwannagar twice in 1964 and the affected workman brought a certificate showing that his eye sight was defective. Witness further says that

the certificate had stated that the vision of the affected workman was 6/60 and 6/24, but it was difficult for him to say which eye was 6/60 or 6/24. The witness conceded that he maintained a register to show that the affected workman was under his treatment. But no such register is produced. The witness, being a Medical Officer must have examined a number of persons each day and it is not convincing how he was able to give evidence in respect of the affected workman out of his memory after more than 3 years. There is no explanation why the register maintained by him could not have been produced. He has not produced any certificate or outdoor patient ticket said to have been seen by him and he simply says that he had returned all of them to the affected workman. On his own showing in one outdoor ticket he had seen the observation that the affected workman was fit for surface job. This statement contradicts the stand taken by the employers. In short, I find no material at all to justify the action taken by the employers against the affected workman. The case of the workman is that the affected workman had produced his fitness certificates before the management of the employers, and that they have suppressed them. Ext. W1 is a copy of the letter addressed by the affected workman to the manager on 17th July, 1964, complaining that in spite of his producing the fitness certificate from the Medical Officer of the Central Hospital he was not allowed to resume duty. Ext. W2 is the postal receipt relating to it. Ext. W3, the postal acknowledgement pertaining to it shows that it was received by and on behalf of the employers on 18th July, 1964. Ext. W4 is another office copy of a letter addressed by the affected workman to the manager of the employers. It is in continuation of the previous letter, Ext. W1, stating that no action was taken on his previous letter and that he has been kept idle. This letter is dated 2nd September, 1964. Ext. W5 and W6 are postal receipt and acknowledgement relating to Ext. W4. Ext. W6 shows that it was received by the manager on 3rd September, 1964. The failure report of the Conciliation Officer, Ext. W7 also shows that the employers had admitted before him that the affected workman had produced a certificate from the Central Hospital stating that his eye sight was defective but he was fit for surface job. From the above the inference is irresistible that the affected workman had produced certificates of fitness from the Central Hospital but the employers have suppressed them. In view of these admissions and the material on record I find absolutely no justification on the part of the employers to terminate the services of the affected workman on the ground of his suffering from defective eye sight rendering him incapable of discharging his duties as a Screening Plant Munshi.

5. The employers had taken a preliminary objection that the order of the Central Government transferring the reference from the Tribunal No. 1 to this Tribunal was illegal under Section 33(B)(1) of the Industrial Disputes Act, 1947 that it was without jurisdiction and that the dispute referred for adjudication was not an industrial dispute. The first two objections were negated by me on 14th September, 1967. In respect of the third objection WW1, the Vice President of Bihar Koyala Mazdoor Sabha has deposed that during the conciliation proceedings he represented the affected workman before the Conciliation Officer that during the proceedings he had submitted the counterfoil receipt book Ext. W8 and that the receipt relating the affected workman is Ext. W8(a). The receipt Ext. W8(a) is dated 6th September, 1964 and shows that on that date the affected workman had become a member of the Koyala Mazdoor Sabha of which WW1 was the Vice President. There is absolutely no evidence on behalf of the employers to rebut it. Thus, I find no substance in the objection that the dispute referred to this Tribunal for adjudication was not an Industrial Dispute.

6. I, therefore, hold that the action of the management of the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited in terminating the services of the affected workman, S.M. Abu (E. B. No. 20533), Screening Plant Munshi, 6th pit, South Bulliaree Kenduadih Colliery with effect from 10th November 1964 was not justified, and consequently, he is entitled to his wages and other emoluments from 10th November 1964 to the date of his re-instatement as though his services were never terminated. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd/-) N. VENKATA RAO.  
Presiding Officer.

## APPENDIX I

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)  
AT DHANBAD.

REFERENCE No. 61 of 1967

Employers in relation to South Bulliary Kenduadih Colliery of Messrs East  
Indian Coal Company Limited, P. O. Jealgora, District Dhanbad.

AND

Their workmen

## LIST OF DOCUMENTS ADMITTED IN EVIDENCE FOR THE EMPLOYERS

Distinguishing mark or number.	Description of document & date.	Date of admission.	Whether admitted after or without objection.	Remarks
Ex. M1	Letter of termination of service dt. 10-11-64.	14-9-67	Proved.	MW1
Ex. M2	Outdoor ticket of Central hospital.	-do-	-do-	-do-
Ex. M3	Letter dated 18-6-64 from Sri S. M. Abu with endorsement of colliery manager and medical officer.	-do-	-do-	-do-

*List of Documents Admitted in Evidence for the Workmen*

Distinguishing mark or number.	Description of document & date.	Date of admission.	Whether admitted after or without objection.	Remarks
Ex. W1	Letter dt. 17-7-64 to Colliery Manager from S. M. Abu.	14-9-67	Proved.	WW1
Ex. W2	Postal receipt No. 30 dt. 17-7-64.	-do-	-do-	-do-
Ex. W3	Postal acknowledgement cards dt. 18-7-64.	-do-	-do-	-do-
Ex. W4	Letter of 1st Sept. '64 to Colliery Manager from S.M. Abu.	-do-	-do-	-do-
Ex. W5	Postal receipt dt. 2-9-64 of above letter.	-do-	-do-	-do-
Ex. W6	Postal acknowledgement cards of above letter.	-do-	-do-	-do-
Ex. W7	Letter No. D. 144/I (129065) dated 25-6-65 failure report.	-do-	-do-	-do-
Ex. W8	Membership receipt book.	-do-	-do-	-do-
Ex. W8(a)	Membership receipt book Page No. 1377.	-do-	-do-	-do-
Ex. W9	A chit sign by the Colliery manager dated 8/3.	-do-	-do-	-do-

(Sd/-) N. VENKATA RAO,  
Presiding Officer.

Central Government Additional Industrial Tribunal, Dhanbad.

## APPENDIX II

REFERENCE No. 60 OF 1967

Employers in relation to South Bulliary Kanduadih Colliery of Messrs East Indian Coal Company Limited., P.O. Jealgora, District Dhanbad.

AND

Their workmen

*List of Witness Examined for the Employer*

No. of witness	Name of witness	Date of examination
MW1	Dr. Ranjit Kumar Sinha	14-9-67

*List of Witness Examined for the Workmen*

No. of witness	Name of witness	Date of examination
WW1	Shri Anant Sharma	14-9-67

(Sd/-) N. VENKATA RAO

Presiding Officer.

Central Government Additional Industrial Tribunal, Dhanbad.

[No. 2/66/65-LRII.]

New Delhi, the 5th December 1967

S.O. 4434.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Sarpi Kajora Colliery, Post Office Ukhra (Burdwan) and their workmen, which was received by the Central Government on the 29th November, 1967.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 46 OF 1967

## PARTIES:

Employers in relation to the Sarpi Kajora Colliery,

AND

Their workmen

## PRESENT:

Shri S. K. Sen—Presiding Officer.

## APPEARANCES:

*On behalf of Employers*—Shri K. P. Mukherjee, Bar-at-Law with Shri J. D. Mookherjee, Shri R. C. Thacker, Agent and Shri I. P. Singh, Labour Officer.

*On behalf of Workmen*—Shri Kedar Ram, (Concerned workman) and later Shri S. J. Choudhury.

STATE: West Bengal

INDUSTRY: Coal Mines

## AWARD

By Order No. 6/40/67-LRII, dated 2nd June 1967, the Central Government referred for adjudication an industrial dispute between the employers in relation to the Sarpi Kajora Colliery, Post Office Ukhra (Burdwan) and their workmen in respect of the matter specified in the following schedule:

“Whether the non-employment of Shri Kedar Ram, Surface Trammer with effect from the 9th February, 1967 by the management of Sarpi Kajora

Colliery, Post Office Ukhra (Burdwan) was justified? If not, to what relief is he entitled?"

2. Neither side filed any written statement in spite of issue of registered notices. From the papers annexed with the failure report it appears that the case of the Union before the Conciliation Officer was that the workman, Kedar Ram, a surface trammer, had been wrongfully stopped from work from 9th February 1967 and the domestic enquiry was held ex-parte in his absence without informing the workman of the date of enquiry. According to the management, the workman absented himself without taking leave for more than 10 days from 9th February 1967 and therefore a chargesheet was issued on 20th August 1967. Copy of the chargesheet was sent by registered post to his colliery quarters as well as to the home address of the workman but the same could not be served. Similarly the notice of enquiry was returned undelivered. Accordingly, the management held an ex-parte enquiry on 16th March 1967 and issued order of dismissal on 17th March 1967.

3. After waiting for over 4 months for written statements of the parties, notice was issued by registered post fixing 21st November 1967 as the date of hearing. On 18th November 1967 the management appeared along with the workman Kedar Ram and the parties filed a joint petition stating that there was no dispute between the parties respect of the subject-matter of the reference. Kedar Ram was examined on oath and he stated that he did not want to return to service under the colliery and wanted to look after his cultivation in his home district and that he had no dispute with the company. On 21st November 1967 Shri S. J. Choudhury appeared for the union and stated that he had no instruction. The reference is accordingly disposed of on footing that there is no dispute now between the parties over the non-employment of Shri Kedar Ram.

*Dated, the 21st November, 1967.*

(Sd.) S. K. SEN,  
Presiding Officer.  
[No. 6/40/67-LRII.]

## ORDERS

*New Delhi, the 25th November 1967*

**S.O. 4435.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the South Bulliaree Kenduadih Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

## SCHEDULE

Whether the action of the management of South Bulliaree Kenduadih Colliery, Post Office Kusunda, District Dhanbad of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad in dismissing Shri Osman Mian, Mason Mazdoor from service with effect from the 5th May, 1967, was justified? If not, to what relief is the workman entitled?

[No. 2/132/67-LRII.]

*New Delhi, the 1st December 1967*

**S.O. 4436.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Hindustan Lalpeth Colliery Chanda and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

#### SCHEDULE

Is the management of Hindustan Lalpeth Colliery justified in terminating the services of Shri Malkhan Singh, Coal-cutter, on the strength of the certificate of unfitness dated the 6th March 1967 of the Civil Surgeon, Chanda? If not to what relief is Shri Malkhansingh entitled?

[No. 5/60/67-LRII.]

*New Delhi, the 2nd December 1967*

**S.O. 4437.**—Whereas an industrial dispute exists between the Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mogra (District Bilaspur) (hereinafter referred to as the said company) and their workmen represented by the M.P. Colliery Workers' Federation (INTUC), Post Office Banki Mogra (District Bilaspur), (hereinafter referred to as the Union).

And whereas the said Company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 21st November, 1967.

#### Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

#### BETWEEN

#### Names of the Parties:

**Representing Employers.**—Shri S. P. Mathur, Deputy Superintendent of Collieries, Banki Colliery of M/s. N.C.D.C. Ltd., P.O. Banki Mogra (District Bilaspur) Madhya Pradesh.

**Representing Workmen.**—Shri Rambilas Sobhnath, Secretary, M.P. Colliery Workers' Federation, P.O. Banki Mogra (District Bilaspur) Madhya Pradesh.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

#### (i) Specific matters in dispute.

- (I) Whether the Madhya Pradesh Colliery Workers' Federation is competent to raise the dispute specified in item II below?
- (II) If so, whether the retrenchment of Sarvashri Chuna Prasad and Krishna Dutta, Watchmen, Banki Colliery with effect from 24th August 1967 was legal and justified? If not, to what relief is he entitled?
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Banki Mogra (District Bilaspur) Madhya Pradesh and their workmen represented by Madhya Pradesh Colliery Workers' Federation, P.O. Banki Mogra (District Bilaspur) Madhya Pradesh.

#### (iii) Name of the Union, if any, representing the workmen in question.

Madhya Pradesh Colliery Workers' Federation, P.O. Banki Mogra (District Bilaspur).

#### (iv) Total Number of workmen employed in the undertaking affected.

1250.

#### (v) Estimated number of workmen affected or likely to be affected by the dispute.—2

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

*Representing Employers:*

Sd/- S. R. MATHUR,  
7/11/67

Witnesses:

1. Sd/- P. S. RAO,
2. Sd/- A. B. MATHUR,

Bilaspur, dated the 7th November, 1967.

*Representing Workmen.*

Sd/- In Hindi  
RAMBILAS SOBHNAATH,

[No. 5/70/67/LRIL.]

**S.O. 4438.**—Whereas an industrial dispute exists between the Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mogra (District Bilaspur) (hereinafter referred to as the said company) and their workmen represented by the M.P. Colliery Workers' Federation (INTUC), Post Office Banki Mogra (District Bilaspur) (hereinafter referred to as the Union);

And whereas the said Company and the Union have by a written agreement in pursuance of the provisions of subsection (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 21st November, 1967.

#### *Agreement*

(UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947)

#### *BETWEEN*

*Names of the parties.*

Shri S. P. Mathur, Dy. Supdt. of  
Collieries, Banki Colliery of M/s.  
N.C.D.C. Ltd., P. O. Banki Mogra  
(District Bilaspur) M. P.

*Representing Workmen.*

Shri Rambilas Sobhnath, Secretary,  
M.P. Colliery Workers' Federation,  
P. O. Banki Mogra (District Bilaspur).  
M. P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

(I) *Specific matters in dispute.*

- (I) Whether the Madhya Pradesh Colliery Workers' Federation is competent to raise the dispute specified in item II below?
- (II) If so, whether the retrenchment of Shri Amol Das s/o Daya Das, General Mazdoor Cat. I *w.e.f.* 3rd August, 1967 was legal and justified? if not, to what relief is he entitled?

(II) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*

Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P. O. Banki Mogra (District Bilaspur) M. P. and their workmen represented by the M. P. Colliery Workers' Federation, P. O. Banki Mogra (District Bilaspur) M. P.

- (iii) *Name of the union, if any, representing the workmen in question.*  
 Madhya Pradesh Colliery Workers' Federation, P. O. Banki Mogra  
 (District Bilaspur) M. P.
- (iv) *Total number of workmen employed in the undertaking affected*  
 1250.
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*

1.

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

*Representing Employers.*

(Sd.) S. P. MATHUR.

7-11-1967

*Representing Workmen.*

(Sd.) RAMBILAS SOBINATH.

*Witnesses:*

1. (Sd.) P. S. RAO.

2. (Sd.) A. D. MATHUR.

BILASPUR:

*Dated, the 7th November 1967.*

[No. 5/71/67-LR.II.]

**S.O. 4439.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Mudldih Colliery, Post Office Sijua, District Dhanbad of Messrs Burraker Coal Company Limited of which Messrs Bird & Company (P) Limited, Post Office Sijua, District Dhanbad, are Managing Agents, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

#### SCHEDULE

Whether the action of the management of Mudldih Colliery, Post Office Sijua, District Dhanbad of Messrs Burraker Coal Company Limited of which Messrs Bird & Company (P) Limited, Post Office Sijua, District Dhanbad, are Managing Agents, in rendering idle S/Shri Jagdish Narain Lall, Store Clerk, Gope Saw and Badri Chamar, Store Mazdoors with effect from the 30th April, 1966, then suspending them with effect from the 13th May, 1966, and subsequently terminating their services with effect from the 7th October, 1966, were justified? If not, to what relief are the workmen concerned entitled?

[No. 2/135/67-LR.II.]

*New Delhi, the 7th December 1967*

**S.O. 4440.**—Whereas an industrial dispute exists between employers in relation to the Manikpur Colliery of Messrs National Coal Development Corporation Limited and their workmen represented by the Madhya Pradesh Colliery Workers' Federation, Post Office Korba Colliery, District Bilaspur;

And whereas the said employers and the workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 28th November, 1967.

### Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

### BETWEEN

Names of the Parties:

*Representing Employers.*—Shri C. R. Bhattacharjee, Deputy Superintendent of Collieries, Manikpur Colliery of M/s. National Coal Development Corporation Limited, P.O. Korba Collieries, District Bilaspur, M.P.

*Representing Workmen.*—Shri B. N. P. Sinha, Organising Secretary (Hors), Madhya Pradesh Colliery Workers' Federation, P.O. Korba Collieries, District Bilaspur, M.P.

It is hereby agreed between the parties to refer the following Industrial Dispute to the arbitration of Shri C. Balram, Deputy General Manager (Tech.), National Coal Development Corporation Limited, Ranchi.

(i) *Specific matter in dispute*

Whether the initial sanction of the Project Allowance for Manikpur Colliery by the Area General Manager, National Coal Development Corporation Limited, Korba and its subsequent withdrawal in stages were in conformity with the Deputy General Manager's circular letter No. 10(15)10/NCDC/PA/60-Pt I, dated 10th September 1964? If not, to what relief are the workmen entitled?

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved*

Employers in relation to Manikpur Colliery of M/s. National Coal Development Corporation Limited, P.O. Korba collieries, District Bilaspur, M.P. and their workmen represented by the M.P. Colliery Workers' Federation, P.O. Korba Collieries, District Bilaspur, M.P.

(iii) *Name of the union, if any, representing the workmen in question*

Madhya Pradesh Colliery Workers' Federation, P.O. Korba Collieries, District Bilaspur, M.P.

(iv) *Total number of workmen employed in the undertaking affected*  
450.

(v) *Estimated number of workmen affected or likely to be affected by the dispute*  
50

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of three months or within such further time as is extended by the mutual agreement between us in writing. In case the Award is not made within the period aforementioned, the reference to Arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

*Representing Employers*

*Representing workmen*

Sd/- C. R. BHATTACHARJEE.

Sd/- B. N. SINHA.

19-11-67

19-11-67.

*Witnesses:*

1. Sd/- D. S. PAWARA

2. Sd/- A. S. GUPTA

Korba, dated the 19th November, 1967

[No. 5/77/67-LRIL.]

BALWANT SINGH, Under Secy.

**(Department of Labour and Employment)**

*New Delhi, the 1st December 1967*

**S.O. 4441.**—In exercise of the powers conferred by sub-section (2) of section 5 of the Dock Workers (Regulation of Employment) Act, 1948, the Central Government hereby appoints Shri M. da Lima Leitao as a member representing the employers of dock workers and shipping companies on the Dock Workers Advisory Committee *vice* Shri Narsidas M. Dattani, resigned, and makes the following further amendment in the notification of the Government of India, in the late Ministry of Labour and Employment No. S.O. 2433 dated the 17th August 1963, namely:—

In the said notification, under the heading, "*Members representing the employers of dock workers and shipping companies*", in item (8), for the entry "Shri Narsidas M. Dattani", the entry "Shri M. da Lima Leitao" shall be substituted.

[No. 528/75/64-Fac. II.]

K. D. HAJELA, Under Secy

**(Department of Labour and Employment)**

*New Delhi, the 4th December 1967*

**S.O. 4442.**—Whereas Shri Ramji Singh, a member of the Central Coal Mines Rescue Stations Committee, has ceased to be a member of the said Committee by virtue of the provisions of clause (a) of rule 6 of the Coal Mines Rescue Rules 1959;

Now, therefore, in pursuance of clause (iv) of sub-rule (1) of rule 3 of the Coal Mines Rescue Rules 1959, the Central Government hereby nominates Shri Statick Banerjee to be a member of the Central Coal Mines Rescue Stations Committee *vice* Shri Ramji Singh and makes the following amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 3310 dated the 23rd October, 1965, namely:—

In the said notification for the entry against serial No. 7, the following entry shall be substituted, namely:—

"Shri Statick Banerjee,  
Saltore Colliery,  
P.O. Saltore,  
District Burdwan".

[No. 14/26/67-MI.]

*New Delhi, the 5th December 1967*

**S.O. 4443.**—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri L. P. Choudhary as Inspector of Mines subordinate to the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. 531 dated the 2nd March, 1961 namely:—

In the said notification the following entry shall be added at the end namely:—  
"109 Shri L. P. Choudhury."

[No. 8/40/66-MI.]

J. D. TEWARI, Under Secy.

**(Department of Rehabilitation)**

**(Office of the Regional Settlement Commissioner)**

*Jullundur, the 30th November 1967*

**S.O. 4444.**—In exercise of the powers conferred on me by Section 34(3) of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954),

I Karta Krishan, Regional Settlement Commissioner, delegate to Shri S. N. Bahl, Assistant Settlement Commissioner, Jullundur my following powers with effect from 10th November, 1967:—

1. To hear and decide appeals under Section 22 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954.
2. To decide cases falling under sub-section (b) of Section 9 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954.
3. To hear and decide the objections under rule 92 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, against the sale of any property and acquired urban agricultural land, made under rule 90 and 91 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, where the bids have been approved by the Managing Officers.
4. To evaluate the acquired evacuee urban agricultural lands under Rule 34-B of Chapter VA of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955

[No. RSCJ/23/23/20/67-Admn.]

KARTA KRISHEN,

Regional Settlement Commissioner, Jullundur.

**(Department of Rehabilitation)**

**(Office of the Chief Settlement Commissioner)**

*New Delhi, the 6th December 1967*

**S.O. 4445.**—In exercise of the powers conferred by Sub-Section (i) of Section 3 of Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Harish Chander, Assistant Settlement Commissioner Incharge, Jaipur as Settlement Commissioner for the purpose of performing the functions assigned to such officers by or under the said Act.

[No. 5(2)/63 ARG ]

**S.O. 4446.**—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Shri Harish Chander, Assistant Settlement Commissioner Incharge, Jaipur as Custodian for the State of Rajasthan for the purpose of duties imposed on Custodian by or under the said Act with effect from 21st November, 1967.

[No. 5(2)/63 ARG-1

A. G. VASWANI,

Settlement Commissioner(A) & Ex-Officio Under Secy.